

Panaji, 14th July, 2011 (Ashada 23, 1933)

SERIES II No. 15

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 14 dated 7-7-2011 as follows:-

- (1) *Extraordinary dated 08-07-2011 from pages 307 to 308 regarding Notification from Department of Finance (Rev. & Cont. Division).*
- (2) *Extraordinary (No. 2) dated 13-07-2011 from pages 309 to 310 regarding Notification from Department of Elections (Goa State Election Commission and Corrigendum (Office of the Chief Electoral Officer)).*

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

4No. 2/12/98-Agri./Part II/172

Sub: Constitution of Board of Director for Goa State Horticulture Corporation Ltd.

Read: 1) Order No. 2/12/98-Agri./Part II/138 dated 18-06-2010.

2) Order No. 2/12/98-Agri./Part II/193 dated 05-08-2010.

In pursuance of Article 76(i) of Memorandum of Association of Goa State Horticultural Corporation Ltd. and further to above referred Orders, Government of Goa is pleased to appoint the following Members as Director on the Board of Goa State Horticulture Corporation Ltd.:

- | | |
|---------------------------|--------------------|
| 1. Shri Pravin Zantye | ... Vice-Chairman. |
| 2. Shri Brahmanand Dessai | ... Director. |
| 3. Managing Director, | ... Managing |
| Goa State Horticultural | ... Director. |
| Corporation Ltd. | |

This order comes into immediate effect.

By order and in the name of the Governor of Goa.

Satish S. P. Tendulkar, Director & ex officio Joint Secretary (Agriculture).

Tonca, Caranzalem, 5th July, 2011.

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 50/3(116)/Elec./GUCB/RGB/EC/RCS/2011/4587

Ref.: Letter No. HO/MD/48/Adm/78 dated 15-06-2011 from the Goa Urban Co-operative Bank Ltd., Panaji-Goa, requesting therein to grant exemption from Sections 69 & 66 of the Goa Co-operative Societies Act, 2001, in terms of Section 126 A of the Goa Co-op. Societies Act, 2001.

In exercise of the powers conferred by Section 126 A of the Goa Co-operative Societies Act, 2001, Government is pleased to exempt the Goa Urban Co-operative Bank Ltd., Panaji-Goa from the provisions of Section 69 of the Goa Co-op. Societies Act, 2001, for the next term i.e. 2012 to 2017.

By order and in the name of the Governor of Goa.

P. K. Velip Kankar, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, 30th June, 2011.

Office of the Asstt. Registrar of Co-operative Societies

Notification

No. 5-1302-2011/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Matrix Residency Co-operative Housing Society Limited," Aquem Baixa, Navelim, Salcete-Goa is registered under code symbol No. HSG-(b)-798/South Goa/2011.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 23rd June, 2011.

Certificate of Registration

"The Matrix Residency Co-operative Housing Society Ltd.," Aquem Baixa, Navelim, Salcete-Goa has been registered on 23-6-2011 and it bears registration code symbol No. HSG-(b)-798/South Goa/2011 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 23rd June, 2011.

Notification

No. 5-1303-2011/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Aditya Apartments Co-operative Housing Society Limited," Issorcim, Bogmolo-Goa is registered under code symbol No. HSG-(b)-797/South Goa/2011.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 23rd June, 2011.

Certificate of Registration

"The Aditya Apartments Co-operative Housing Society Limited," Issorcim, Bogmolo-Goa, has been registered on 23-6-2011 and it bears registration code symbol No. HSG-(b)-797/South Goa/2011 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 23rd June, 2011.

Department of Education, Art & Culture

Directorate of Technical Education

Polytechnic Section

Order

No. 26/2/12/2001-DTE/3415

On the recommendations of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/4(1)/2011/67 dated 15-06-2011,

approval of the Government is hereby conveyed for the Confirmation of Services of the following Group 'A' Gazetted staff of Government Polytechnic Curchorem, Cacora with effect from the date mentioned against their names.

Sr. No.	Name of the incumbent	Designation	Date of confirmation
1	2	3	4
1.	Shri Bhalchandra Santosh Nadkarni	Lecturer in Electronics Engineering	Le19-03-2010.
2.	Kum. Sithal Ramesh Fal Dessai	Lecturer in Electronics Engineering	Le19-03-2010.
3.	Kum. Sukanti Bhagwant Mardolkar	Lecturer in Electronics Engineering	Le19-03-2010.
4.	Shri Girish Sahadev Shirodkar	Lecturer in Mechanical Engineering	Le19-03-2010.
5.	Shri Kalpesh Baburao Narvekar	Lecturer in Mechanical Engineering	Le24-03-2010.
6.	Kum. Rekha Shantaram Kandolkar	Lecturer in Electrical Engineering	Le24-03-2010.
7.	Kum. Sweta Sharadchandra Naik	Lecturer in Computer Science	21-04-2010.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 6th July, 2011.

Department of Industries

Notification

No. 4/12/87-IND(Part file)

- Read: 1) Notification No. 4/12/87-IND dated 03-11-2006.
 2) Notification No. 4/12/87-IND dated 09-03-2007.
 3) Addendum No. 4/12/87-IND dated 16-10-2009.
 4) Notification No. 4/12/87-IND-Part File dated 09-03-2010.

5) Corrigendum No. 4/12/87-IND-Part
File dated 11-03-2010.

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. IT/8/2008

In exercise of the powers conferred by Section 4 of the Goa, Daman and Diu Khadi and Village Industries Board Act, 1965 (Act 9 of 1965) and in supersession of the Notifications/Addendum/Corrigendum cited above, the Government of Goa hereby re-constitutes the Goa Khadi and Village Industries Board as under with immediate effect:

- | | |
|--|-----------------------|
| 1) Smt. Monica Dias | – Chairperson. |
| 2) Shri Uday Palyekar | – Vice-Chairman. |
| 3) Shri Pradeep S. Naik | – Member. |
| 4) Director of Industries,
Trade & Commerce | – Member. |
| 5) Chief Executive Officer,
KVI Board | – Member. |
| 6) State Director, KVIC
(State Office, Goa) | – Special
Invitee. |

Shri Andrew Noronha & 17 Others,
Porta Waddo Siolim,
Bardez-Goa. ... Workmen/Party I
V/s

The Manager,
M/s. Maria Rosa Resort,
Naikawaddo, Calangute,
Bardez-Goa.

The Partner,
M/s. Kylesal Holidays (P) Ltd.,
302, Mathias Plaza,
18th June Road,
Panaji-Goa. ... Employers/Party II

The Partner,
M/s. Keer Road, Mahim,
Mumbai 400016.

Workmen/Party I represented by Adv. Shri Suhas Naik.

Employer/Party II represented by Adv. Shri A. V. Nigalye.

The remaining members will be nominated later.

By order and in the name of the Governor
of Goa.

Hanumant T. Toraskar, Under Secretary
(Industries).

Porvorim, 4th July, 2011.

◆◆◆
Department of Labour

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Notification

No. 28/1/2011-LAB/232

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 10-05-2011 in reference No. IT/8/2008 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor
of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 27th June, 2011.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
PANAJI

AWARD

(Passed on this 10th day of May, 2011)

By order dated 25-2-05, the Government of Goa in exercise of the powers conferred by Sec. 10(1)(d) of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal.

- (1) Whether the action of the management of M/s. Maria Rosa Resort, Naikwaddo, Calangute, owned by M/s. Kylesal Holidays Private Limited, Panaji-Goa, in terminating the services of their following eighteen Workmen, with effect from 3-6-2003 is legal and justified?

Sr. No.	Name	Designation
1.	Shri Vassudev Kapdulkar	Kitchen Supervisor.
2.	Shri Seby Goes	Cook.
3.	Shri Dyneshwar Kannaik	Pantry Man.
4.	Shri Enas D'Souza	Utility.
5.	Shri Gabriel Fernandes	Barman/Captain.
6.	Shri Andrew Noronha	Restaurant/Captain.
7.	Shri Rube D'Souza	Restaurant/Captain.
8.	Shri Rajesh Divkar	Assistant House-keeper.
9.	Shri Kalidas Polle	Room Boy.

10. Shri Siddarth Dhargalkar	Room Boy.
11. Shri Vishwas Narvekar	Room Boy.
12. Shri Somnath Gosavi	Room Boy.
13. Shri Xavier Braganza	Electrician.
14. Shri Niles Mandrekar	Electrician.
15. Shri Abhay Mandrekar	Store-keeper.
16. Shri Vincent D'Souza (expired)	Helper.
17. Shri Chandrashekhar Shirodkar	Assistant House- -keeper.
18. Shri Daniel Cardoz	Utility.

(2) If not, to what relief the Workmen are entitled?"

2. On receipt of the reference IT/8/08 was registered. Notices were issued to both the parties. The Party I/Workmen have filed their claim statement at Exb. 5. The Party II has filed its written statement at Exb. 9. The rejoinder of the Party I is at Exb. 10.

3. The Party I/Employees were employed with Party II resort. The Party I/Employees have claimed that on 3-6-2003, the Managing Director of Party II resort informed them that their services stand terminated with immediate effect. The Party I/Employees have stated that the termination was oral. They were not paid any notice pay. The Party I/Employees have claim that they were in continuous service of Party II resort for several years. The Party I/Employees have claimed that their termination is illegal and unjustified. The Party I/Workmen have, therefore, sought reinstatement with all consequential benefits.

4. The Party II resort denied that the Party I/Employees are "Workmen" within the meaning of Sec. 2(S) of I. D. Act. The Party II has stated that the Employee, Vasudev Kapdulkar had resigned from service vide letter dated 31-5-03. The Party II has further stated that Shri Daniel Cardoz, Employee at Sr. No. 18 of the reference had not raised any dispute. The Party II has stated that the Employees had abandoned work w.e.f. 5-5-2003, without notice and told the management staff that they would not resume duties till they were paid additional monetary benefits. The Party II has stated that the Party I/Employees did not resume duties despite requests and submitted that they wanted to leave the job. They accepted terminal benefits and left the job. The Party II has stated that the Party I/Employees are not entitled for any relief.

5. Based on the aforesaid pleadings, following issues were framed.

ISSUES

(1) Whether the Party I proves that the person whose names figure in the order of reference

are Workmen within the meaning of Sec. 2(S) of the Industrial Disputes Act?

(2) Whether the Party I proves that the Party II had orally terminated their services w.e.f. 3-6-2003?

(3) Whether the Party I proves that the termination is illegal and unjustified?

(4) Whether the Party II proves that Vasudev Kapdulkar had voluntarily resigned from service vide letter dated 31-5-2003?

(5) Whether the Party II proves that the Employees had abandoned work without notice and without reasonable cause?

(6) What relief? What Order?

6. When the matter was at the stage of evidence, both parties submitted that the parties were exploring the possibility of amicable settlement. On 20-4-11, the Workmen at Sr. Nos. 2 to 16 of the reference and the representative of the Party II resort appeared before the Tribunal alongwith their respective advocates and submitted that they have arrived at an amicable settlement. They have placed on record the terms of settlement at Exb. 13, which are duly signed by the Workmen at. Sr. Nos. 2 to 16 and the Managing Director of the Party II and their respective advocates. The parties have stated that the terms are acceptable to them and have prayed to draw an award as per the terms.

7. I have perused the terms. These terms are signed by the Workmen at Sr. Nos. 2 to 16 and the representative of the Party II. The terms are agreeable to the parties and in my considered view, are in the interest of the Workmen. Hence, the terms are taken on record and consent award is passed as under:

O R D E R

1. It is agreed by and between the parties that the Employer/Party II shall pay to each Workman in the present reference and the legal representatives of the Workmen Vincent D'Souza, Mrs. Mary M. D'Souza, Eldrige D'Souza and Sheldon D'Souza, the amounts mentioned in the Schedule hereto annexed as per the calculations given therein, in full and final settlement of their claims against the Party II.

2. The amount payable to the legal representative of Vincent D'Souza shall be paid to Mrs. Mary D'Souza.

3. The aforesaid amounts shall be paid by the Employer/Party II to the Workmen in two equal instalments. The first instalment shall be paid on or before 01-05-2011 and the second instalment shall be paid on or before 01-08-2011. On such payments being made, each Workman/legal representatives

shall issue receipts in favour of the Employer/Party II in token of having received the said amounts.

4. The Workmen and the Goa Trade & Commercial Workers Union representing the Workmen hereby declare that all their disputes with the Employer/Party II have been conclusively settled by these consent terms and they have no claim or demand of whatsoever nature against the Employer/Party II.

5. The Employer/Party II hereby declare that they have no claim or demand of whatsoever nature against the Workmen/Party I and the Goa Trade & Commercial Workers Unions.

6. The Party I hereby agrees that the Workmen Shri Vasudev Kondulkar and Shri Daniel Cardozo have already settled the matter with the Employer and that they have no subsisting dispute with the Employer/Party II.

No order as to costs.

Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal &
Labour Court.

SCHEDULE

Sr. No.	Name	Date of joining	No. of years of service	Monthly salary/notice pay	Gratuity	Retr. comp.	15 days per years of service	15 days per years of service	Total
1	2	3	4	5	6	7	8	9	10
1.	Dynaeshwar Kannaik	October, 1998	4 years 9 months (5 years)	₹ 1,500	₹ 4,327	₹ 3,750	₹ 3,750	₹ 3,750	₹ 17,077
2.	Kalidas Polle	October, 1998	4 years 9 months (5 years)	₹ 1,500	₹ 4,327	₹ 3,750	₹ 3,750	₹ 3,750	₹ 17,077
3.	Siddarth Dhargalkar	October, 1998	4 years 9 months (5 years)	₹ 1,500	₹ 4,327	₹ 3,750	₹ 3,750	₹ 3,750	₹ 17,077
4.	Vishwas Narvekar	October, 1996	7 years	₹ 1,500	₹ 6,057	₹ 5,250	₹ 5,250	₹ 5,250	₹ 23,307
5.	Vincent D'Souza Through his legal representatives (i) Mrs. Mary M. D'Souza, (ii) Eldrige D'Souza, (iii) Sheldon D'Souza	2000	3 years	₹ 1,500	₹ 2,597	₹ 2,250	₹ 2,250	₹ 2,250	₹ 10,847
6.	Abhay Mandrekar	October, 1996	7 years	₹ 2,200	₹ 8,846	₹ 7,700	₹ 7,700	₹ 7,700	₹ 34,146
7.	Xavier Braganza	October, 1995	8 years	₹ 5,000	₹ 23,077	₹ 20,000	₹ 20,000	₹ 20,000	₹ 88,077
8.	Nilesh Mandrekar	12-11-1996	7 years	₹ 2,250	₹ 9,086	₹ 7,875	₹ 7,875	₹ 7,875	₹ 34,961
9.	Rube D'Souza	1997	6 years	₹ 2,200	₹ 7,615	₹ 6,600	₹ 6,600	₹ 6,600	₹ 29,615
10.	Gabriel Fernandes	November, 1995	8 years	₹ 2,250	₹ 11,538	₹ 10,000	₹ 10,000	₹ 10,000	₹ 44,038
11.	Andrew Noronha	October, 1994	9 years	₹ 2,400	₹ 12,461	₹ 10,800	₹ 10,800	₹ 10,800	₹ 47,261
12.	Rajesh Divkar	October, 1996	7 years	₹ 2,300	₹ 9,288	₹ 8,050	₹ 8,050	₹ 8,050	₹ 35,738
13.	Seby Goes	October, 1997	6 years	₹ 3,100	₹ 10,731	₹ 10,731	₹ 10,731	₹ 10,731	₹ 46,024
14.	Somnath Gosavi	1994	9 years	₹ 1,500	₹ 7,788	₹ 6,750	₹ 6,750	₹ 6,750	₹ 29,538
15.	Chandrashekhar	1996	7 years	₹ 2,813	₹ 11,360	₹ 9,845	₹ 9,845	₹ 9,845	₹ 43,708
16.	Enas D'Souza	October, 1998	5 years	₹ 1,600	₹ 4,615	₹ 4,000	₹ 4,000	₹ 4,000	₹ 18,215

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 23-05-2011 in Reference No. IT/14/03 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Tbraskar, Under Secretary (Labour).
Porvorim, 29th June, 2011.

IN THE INDUSTRIAL TRIBUNAL-CUM-
-LABOUR COURT
AT PANAJI, GOA

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/14/03

Shri Sushant Kandolkar,
Rep. by Goa Trade and
Commercial Workers Union,
Velho Bldg., 2nd Floor,
Panaji, Goa.

... Workman/Party I
V/s

M/s. Kylesal Holidays (P) Ltd.,
Maria Rosa Resort,
Calangute, Bardez-Goa.

... Employer/Party II

Workman/Party I represented by Adv. Shri Suhas Naik.

Employer/Party II represented by Adv. Shri A. Nigalye.

AWARD

(Passed on this 23rd day of May, 2011)

1. By order dated 21-3-2003, the Government of Goa in exercise of the power conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for its adjudication.

"(1) Whether the action of the management of M/s. Maria Rosa Resort, Calangute, Bardez, Goa, which is owned and managed by M/s. Kylesal Holidays (P) Ltd., Calangute, Bardez, Goa, in terminating the services of Shri Sushant Kandolkar, Kitchen Supervisor with effect from 1-3-2002 is legal and justified?

(2) If not, to what relief the Workman is entitled?"

2. On receipt of the reference IT/14/2003 was registered. Notices were issued to both the parties. The Party I has filed claim statement at Exb. 3 and

the Party II has filed its written statement at Exb. 4. The rejoinder of the Party I is at Exb. 5.

3. Shri Sushant Kandolkar the worker named in the reference, hereinafter referred to as the worker, was employed with Party II resort since 28-10-1998. The services of the said Workman were terminated w.e.f. 1-3-2002. The Party I has stated that the worker was in continuous service from the date of his appointment until the date of his termination. The Party I has stated that the worker was neither served with any notice nor he was paid notice pay or compensation. The worker had not committed any misconduct and no inquiry was held against him. The Party I claims that the termination of the worker is illegal and unjustified. The Party I has therefore sought reinstatement of the worker with all consequential benefits.

4. The Party II has stated that the worker was employed in supervisory/administrative capacity and he was drawing wages exceeding ₹ 1,600/- p.m. Hence, he is not a 'Workman' within the meaning of Sec. 2(s) of the Industrial Dispute Act. The Party II has also stated that the dispute referred to the Tribunal is not an 'industrial dispute' within the meaning of Section 2(k) of the Act and hence, the Tribunal has no jurisdiction to adjudicate upon the dispute. The Party II has stated that the Party I had applied for leave from 10-02-2002 to 24-02-2002 on the ground of domestic work. However, it was revealed that during the leave period the Party I had booked a room in Colonia Jose Menino Resort, Varca and stayed there with a lady foreigner, who was earlier the guest of Party II resort. The Party II has stated that the Party I had committed a serious act of misdemeanor hence vide memo dated 25-2-2002 an explanation was sought from the Party I but the Party I refused to accept the said memo. The Party II has further stated that since the business was slack during monsoon it decided to give a short break to the Party I from 1st March, 2002 to 30th April, 2002. Accordingly, letter dated 28-2-2002 was issued to Party I. The Party II has stated that the Party I refused to accept the said letter and he left the establishment and did not report for duties. The Party II has stated that it had not terminated the services of the Party I and that the Party I is not entitled for any relief.

5. Based on the aforesaid pleadings following issues were framed.

ISSUES

1. Whether the Party I proves that the Goa Trade and Commercial Workers Union has

the authority to raise/espouse the dispute on his behalf?

2. Whether the Party I proves that the Party II terminated his services w.e.f. 1-3-2002?
3. Whether the Party I proves that the action of the Party II in terminating his services w.e.f. 1-3-2002 is illegal and unjustified?
4. Whether the Party I proves that the Party I is a "Workman" within the meaning of Sec. 2(S) of the Industrial Disputes Act, 1947?
5. Whether the Party II proves that the dispute referred is not an industrial dispute within the meaning of Sec 2(K) of the Industrial Disputes Act, 1947 and hence the reference is not maintainable?
6. Whether the Party II proves that this Tribunal has no jurisdiction to entertain and decide the dispute?
7. Whether the Party II proves that the Party I left the service of his own w.e.f. 1-3-2002?
8. Whether the Party I is entitled to any relief?
9. What Award?

6. The evidence of the Party I was partly recorded and when the matter was at a stage of further evidence of the Party I, the Party I and the representative of Party II remained present before the Tribunal alongwith their respective advocates and submitted that the dispute is amicably resolved. They have placed on record the consent terms dated 20-4-2011 (Exb. 15). The parties have stated that the terms are acceptable to them and have prayed to draw an award as per the terms. I have perused the terms. The same are duly signed by the parties and are acceptable to them. In my view, the terms are in the interest of the Workman. Hence, the terms are taken on record and consent award is passed as under:

CONSENT AWARD

1. It is agreed by and between the parties that the Employer/Party II shall pay to the Workman/Party I a sum of ₹ 30,000/- (Rupees thirty thousand only) in full and final settlement of his claim against the Employer/Party II.
2. The aforesaid amount shall be paid by the Employer/Party II to the Workman/Party I on or before 01-05-2011, on such payment being made, the Workman/Party I shall issue receipt in favour of the Employer/Party II in token of having received the said amount.

3. The Workman/Party I hereby declares that all his disputes with the Employees/Party II have been conclusively settled by these consent terms and he has no claim or demand of whatsoever nature against the Employer/Party II.
4. The Employer/Party II hereby declare that they have no claim or demand of whatsoever nature against the Workman/Party I.

Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-cum-
-Labour Court-I.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 08-05-2011 in Reference No. IT/19/99 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 29th June, 2011.

IN THE INDUSTRIAL TRIBUNAL-CUM-
-LABOUR COURT
AT PANAJI, GOA

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/19/99

Shri Prakash Y. Salgaonkar (Deceased),
Rep. by Legal Heir,
Smt. Pramila P. Salgaonkar,
Rep. by the President,
Goa Trade & Commercial
Workers Union,
Velho Building,
Panaji-Goa.

... Workman/Party I

V/s

M/s. Marico Industries Limited,
"Rang Sharda" Krishnachandra Marg,
Bandra Reclamation, Bandra (West),
Bombay 400050.

... Employer/Party II

Workman/Party I represented by Adv. Shri Suhas Naik.

Employer/Party II represented by Adv. Shri Rohit Lobo.

AWARD

(Passed on this 8th day of May, 2011)

1. By order dated 22-2-1999, the Government of Goa, in exercise of the power conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for its adjudication.

“(1) Whether the action of the management of M/s. Marico Industries Pvt. Limited, House No. 107, Ward No. 4, Acoi, Mapusa, Bardez, Goa, in terminating the services of Shri Prakash Y. Salgaonkar, Billing Clerk, with effect from 28-2-1995, is legal and justified?

(2) If not, to what relief the Workman is entitled?”

2. On receipt of the reference, IT/19/1999 was registered. Notices were issued to both the parties. The Party I has filed claim statement at Exb. 3 and the Party II has filed written statement at Exb. 5. The rejoinder of the Party I is at Exb. 6.

3. The Party I was employed as a Billing Clerk at Mapusa Depot of Party II Company since 1-1-1990. The Party I has stated that he was refused employment with effect from 28-2-1995, without any cause and without complying with legal provisions and procedure.

4. The Party I claimed that his last drawn wages were ₹ 1,750/- per month. The Party I has claimed that the action of the Party II Company is illegal and unjustified and that he is entitled for reinstatement with all consequential benefits.

5. The Party II has denied that the Party I was in its employment. It is stated that there was no employe/employee relationship between the Party I and Party II. The Party II has stated that since the Party I was not employed with it, there is no question of refusing employment to the Party I or paying her any dues. The Party II has stated that Party I is not entitled for any relief.

6. Based on the aforesaid pleadings, following issues were framed.

ISSUES

1. Whether the Party I proves that he was employed with the Party II as a billing clerk at Mapusa Depot and his last drawn wages were ₹ 1,750/- p. m.?

2. Whether the Party I proves that the Party II terminated his services w.e.f. 28-2-1995 by refusing employment to him and that the said termination is illegal and unjustified?

3. Whether the Party I is entitled to any relief?

4. What Award?

7. It may be mentioned that Party I/Employee expired during the pendency of the proceedings and vide application dated 10-2-2011 (Exb. 47) Smt. Pramila Prakash Salgaonkar, widow of deceased Party I/Workman was ordered to be brought on record as the legal representative of the deceased Workman.

8. On 3-5-2011, Smt. Pramila Salgaonkar, the widow of the Workman, and the representative of Party II Company remained present alongwith their respective advocates and stated that they have arrived at an amicable settlement. They have placed on record consent terms dated 3-5-2011 at Exb. 48, which are duly signed by them and their advocates. The parties have stated that these terms are agreeable to them and have prayed to draw an award as per the terms. I have perused the terms. In my considered view the same are in the interest of the Workman/legal representative of the Workman. Hence, the terms are taken on record and the consent award is drawn as per the terms which are as under:

1. It is agreed by and between Smt. Pramila Prakash Salgaonkar, wife of the late Shri Prakash Y. Salgaonkar (the original Applicant/Party No. 1 herein) and M/s. Marico Industries Limited (now known as M/s. Marico Limited) the Opponent/Party II herein, that the said late Shri Prakash Y. Salgaonkar original Applicant/Party No. I herein was never an employee of M/s. Marico Industries Limited (now known as M/s. Marico Limited) at any time between 15th January, 1990 and 1st March, 1995 as claimed by the original Applicant/Party No. 1, and further that during the said period his services were in effect and at all times engaged by M/s. De Souza Brothers, House No. 107, Ward No. 4, Acoi, Mapuca, Bardez, Goa. It is further acknowledged by Smt. Pramila Prakash Salgaonkar, wife of the late Shri Prakash Y. Salgaonkar that the Opponent/Party II shall not be held responsible/liable in any manner whatsoever in connection with the alleged employment of the original Applicant/Party No. 1 herein with Opponent/Party II, during that period.

2. It is agreed that Smt. Pramila Prakash Salgaonkar, the wife and sole legal heir of the late Shri Prakash Y. Salgaonkar (the original Applicant/Party No. 1 herein), who has been brought on record as the sole legal heir of the original Applicant/Party No. I on 10th February, 2011 and in respect of whom an application for substituting her in place of the original Applicant/Party No. I has been admitted by the Hon'ble Court, hereby agrees to accept and M/s. Marico Industries Limited (now known as M/s. Marico Limited), Opponent/Party II herein are agreeable to pay a consolidated amount of ₹ 30,000/- only (Rupees thirty thousand only) by way of a one time financial compensation even though it was clearly acknowledged by the Late Shri Prakash Y. Salgaonkar, the original Applicant/Party No. I, and now also acknowledged by Smt. Pramila Prakash Salgaonkar, the wife of and sole legal heir of the late Shri Prakash Y. Salgaonkar, that the Applicant/Party No. I, was never an employee of Opponent/Party II at any time and that the Opponent/Party II though under no obligation to do so, is making the said payment purely on humanitarian grounds, in full and final settlement of all claims whatsoever, arising in the said matter bearing Reference No. IT/19/1999 in all respects whatsoever. It is further agreed between the Applicant/Party I and Opponent/Party II hereto that Smt. Pramila Prakash Salgaonkar has represented to the Opponent/Party II that she is the sole legal heir of the Applicant/Party No. I and based on such representation, the Opponent/Party II recognizes and acknowledges Smt. Pramila Prakash Salgaonkar as the sole legal heir of the Applicant/Party I and that it does not have any obligation towards any other person who claims/may claim under the Applicant/Party I.
3. It is agreed between the parties that on payment of the above amount stated in Clause No. 2 above, Smt. Pramila Prakash Salgaonkar, wife and the sole legal heir of late Shri Prakash Y. Salgaonkar shall have no further claim of whatsoever nature as against M/s. Marico Industries Limited (now known

as M/s. Marico Limited) and that the said claim raised earlier under Reference No. IT/19/1999 shall fully and conclusively settled in every respect. Further, that she shall not raise any other claims, financial or otherwise, against M/s. Marico Industries Limited and/or even against M/s. Marico Limited in future.

4. It is agreed between the parties that no deductions, including TDS, shall be made by M/s. Marico Industries Limited (now known as M/s. Marico Limited) from the said amount mentioned in Clause 2 above, and that in the event of any dispute arising with the Income Tax Authorities on the said amount, the same shall be dealt with by Smt. Pramila Prakash Salgaonkar, wife and the sole legal heir of late Shri Prakash Y. Salgaonkar directly with the Income Tax Authorities.
5. It is agreed between the parties that the above amount shall be paid to Smt. Pramila Prakash Salgaonkar, wife and the sole legal heir of late Shri Prakash Y. Salgaonkar on or before 15-05-2011 who shall discharge a valid receipt in due acknowledgement thereof.

The dispute referred to this Tribunal vide order dated 22-2-1999 is amicably settled and is resolved as per the aforesaid terms. Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-Labour Court-I.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 29-05-2011 in Reference No. IT/31/03 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).
Porvorim, 29th June, 2011.

IN THE INDUSTRIAL TRIBUNAL-CUM-
-LABOUR COURT
AT PANAJI, GOA

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/31/03

Shri Vijendra S. Pangam,
Behind Maruti Temple,
Sankhali-Goa.

... Workman/Party I

V/s

M/s. Automobile Corporation of
Goa Ltd., Honda,
Satari-Goa.

... Employer/Party II

Workman/Party I represented by Adv. Shri Suhas
Naik.

Employer/Party II represented by Adv. Shri M. S.
Bandodkar.

AWARD

(Passed on this 29th day of May, 2011)

By order dated 2-6-2003, the Government of Goa in exercise of the power under Section 10(1)(d) of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the action of M/s. Automobile Corporation of Goa Limited, Honda, Satari, Goa, in dismissing Shri Vijendra S. Pangam, with effect from 16-03-2001, is legal and justified?

(2) If not, to what relief the Workman is entitled to?"

2. On receipt of the Reference IT/31/03 was registered. Notices were issued to both parties, pursuant to which the Party I has filed his claim statement at Exb. "4" and Party II has filed its written statement at Exb. "5". The rejoinder of the Party I is at Exb. "6".

3. The Party I had joined the services of the Party II as an operator since 15-5-1983. The Party I was issued charge-sheet dated 2-9-1999, for absenteeism. An inquiry was conducted into the said charge-sheet. The Inquiry Officer submitted his findings wherein he has concluded that the charges levelled against Party I have been proved. The Party I was issued show cause notice and after considering his reply, the Party I was dismissed from services vide dismissal letter dated 16-03-2001.

4. The Party I has stated that the Party II had floated voluntary retirement scheme and forced all

the Workmen to accept the said scheme with an intention of down sizing the man power. The Party I had initially refused to accept the VRS. However, subsequently, under the pressure of charge-sheet he showed willingness to accept the offer of VRS. But the said offer was declined on the ground that he was charge-sheeted. The Party I has stated that the real reason for issuing the charge-sheet was his refusal to accept the voluntary retirement scheme.

5. The Party I has stated that the charge-sheet as well as domestic enquiry held against him is illegal, that the domestic enquiry was not fair and proper and that charges of misconduct have not been proved. The Party I therefore claims that termination order is illegal and unjustified and that he is entitled for reinstatement with back wages and continuity in service.

8. The Party II has stated that the Party I had conducted serious act of misconduct. He was issued charge-sheet and domestic enquiry was conducted wherein he was given reasonable opportunity to defend himself. The Party II has stated that the charge levelled against the Party I has been proved. The findings of the Inquiry Officer are based on material on record and that the Party I is not entitled for any relief.

9. Based on the aforesaid pleadings the following issues were framed:

1. Whether the Party I proves that the enquiry held against him is not fair and proper?
2. Whether charges of misconduct are proved to the satisfaction of the tribunal by acceptable evidence?
3. Whether the Party I proves that the action of the Party II in dismissing him from service w.e.f. 16-3-2001, is illegal and unjustified?
4. Whether the Party I is entitled to any relief?
5. What Award?

10. The Party I had filed his affidavit in evidence and when the matter was posted for further chief and cross of the Party I, the Party I and the representative of Party II appeared before the Tribunal alongwith their respective Advocates and stated that they have settled the matter amicably. The parties have placed on record the consent terms which are on record at Exb. "15" and have prayed for drawing of the consent award. I have perused the consent terms at Exb. 15. The said consent terms are signed by both parties and their respective Advocates. The consent terms are

agreeable to the parties and in my considered view the terms are in the interest of the Workman. Hence, the terms are taken on record and the consent award is passed as follows:

1. It is agreed between the parties that the Management of M/s. Automobile Corporation of Goa Ltd., shall pay sum of ₹ 1,50,000 (Rupees two lakhs only) to Vijendra Pangam by cheque No. 433312 dated 6-12-2010 drawn on HDFC Bank, Panaji Branch which shall include all the claims of Mr. Vijendra Pangam arising out of the present reference and his employment and termination. The above amount shall include all his claims including any claim of earned wages, bonus, leave encashment, gratuity etc. or any other claim which can be computed in terms of money.
2. It is agreed that Shri Vijendra Pangam shall accept the said amount mentioned in the clause (1) in full and final settlement of all his claims arising out of present reference and in complete satisfaction of his employment and termination, including any claim of earned wages, bonus, leave encashment, gratuity etc. or any other claim which can be computed in terms of money and further confirm that he shall have no claim of whatsoever nature against the company including any claim of reinstatement or re-employment.

The dispute referred to this Tribunal, vide order dated 2-6-2003, has been amicably settled as per the aforesaid Consent Terms.

Inform the Government accordingly.

Sd/-

(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
Labour Court.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 18-04-2011 in reference No. IT/4/2002 is hereby published as required by section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).
Porvorim, 29th June, 2011.

IN THE INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT AT PANAJI, GOA

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/4/2002

Shri Wilson C. D'sa,
H. No. 239/4, Bilow,
Mapusa, Bardez-Goa.

... Workman/Party I

V/s

M/s. Phil Corporation Ltd.
Tivim Industrial Estate,
P. O. Box-23,
Mapusa, Bardez-Goa.

... Employer/Party II

Workman/Party I represented by Adv. Shri M. Palne
for Adv. B. D. Nazareth.

Employer/Party II represented by Adv. Shri P. J.
Kamat.

AWARD

(Passed on this 18th day of April, 2011)

1. By order dated 23-1-2002, the Government of Goa, in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the resignation dated 28-4-1999 of Shri Wilson C. D'sa was obtained under duress or was it a voluntary act of the Workman?

(2) If any event, what relief the Workman is entitled to?"

2. On receipt of the reference, IT/4/02 was registered. Notices were issued to both parties, pursuant to which the Party I has filed his claim statement at Exb. 4 and Party II has filed its written statement at Exb. 6. The rejoinder of Party I is at Exb. 7.

3. The Party I was employed with Party II Corporation, as a helper and was confirmed with effect from 30-8-1980. The Party I was promoted as Jr. Assembler in Grade II with effect from 1-7-1987 and as Asstt. Tester with effect from 1-4-1996. The Party I was relieved from service after the working hours on 27th May, 1999 in view of his resignation letter dated 28-4-1999.

4. The Party I has claimed that the said resignation letter was obtained by misrepresentation, duress and undue influence. The

Party I has stated that in the month of January 1999, the Party II had floated a Voluntary Retirement Scheme. A notice to that effect was displayed on the notice board. The Party I claims that vide applications dated 16-2-1999 and 20-4-1999, he had requested the management to give him benefits of the said Scheme. The Party I has stated that when the said applications were forwarded to the Personnel Department of the Party II company, he was informed that the resignation was a pre-requisite for availing benefits under the Scheme. The Party I therefore signed a letter of resignation dated 28-4-1999, which was drafted by K. D. Bhat, the Director of Party II. The grievance of the Party I is that instead of giving benefits under the VRS Scheme, the Party II informed him that his request for VRS cannot be considered since he had already tendered his resignation.

5. The Party I has stated that the VRS Scheme was offered in January, 1999. The offer was turned down by Phil Corporation Employees Union in view of certain differences as regards ex-gratia payment. After the demand of the union was accepted, the Party II issued a second notice on 4-9-1999. The Party I has stated that he had opted for VRS benefits based on the first notice issued in January, 1999. The Party I has stated that since the Party II had failed to keep its promise, vide letter dated 29-3-2000 he had withdrawn his resignation.

6. The Party I has stated that his resignation was obtained forcibly, by misrepresentation, and undue influence. The Party I has therefore sought to direct the Party II to give him the benefits under the Scheme, alternatively to direct the party II to reinstatement him with all consequential benefits.

7. The Party II has claimed that the reference is not maintainable as the dispute is not espoused by the Union and secondly because the Party I had not made any demand. The Party II has claimed that the Party I had remained absent from 16-2-1999 on the ground of sickness. He had forwarded a medical certificate issued by a Medical Practitioner under ESIC, advising rest till 13-4-1999. The Party I was to report to work on 14-4-1999 but since he did not report for work, vide letter dated 20-4-1999 the Party I was called upon to resume duties immediately. The Party II has stated that instead of resuming duties, the Party I sent a resignation letter dated 28-4-1999, stating that he was unable to work due to ill health. The Party II has stated that vide letter dated 10-5-1999, the Party I was informed that his resignation was accepted and that he would be relieved at the close of working hours on

27-5-1999 and he was accordingly relieved on the said date.

8. The Party II has stated that on 4-05-1999 the Party I sent a predated letter dated 20-4-1999, stating that he was advised complete rest because of his ill health and that he wanted to avail opportunity of voluntary retirement as a special case. The Party II has stated that at the relevant time it had not floated any retirement scheme. The Voluntary Retirement Scheme was floated in November, 1999 and the same was accepted by the union with some modifications. The workers who had accepted the Voluntary Retirement Scheme were relieved with effect from 31-1-2000. The Party II has stated that on learning about the said scheme, the Party I vide letter dated 3-3-2000 requested to relieve him under the said scheme. Vide reply dated 9-3-2000, the Party I was informed that his request could not be accepted. It was only after this that the Party I for the first time made allegations that his resignation was obtained by force, misrepresentation, fraud etc.

9. The Party II has stated that the resignation of the Party I was voluntary. The Party II has stated that it had not floated Voluntary Retirement Scheme prior to his resignation and that the scheme was floated only in November, 1999 and since the Party I had already resigned/relieved before the scheme was introduced, his request to give him benefits of the scheme could not be considered. The Party II has stated that the Party I has raised a false claim and that he is not entitled for any benefits.

10. Based on the aforesaid pleadings, following issues were framed:

1. Whether the Party I proves that the Party II obtained resignation letter dated 28-4-1999 from him under duress, force and misrepresentation?
2. Whether the Party II proves that the reference is not maintainable for the reasons stated in para 2 of the written statement?
3. Whether the Party I is entitled to any relief?
4. What Award?

11. The Party I has examined himself and two other witnesses namely Guilhermina D'Sa and Ulhas Talankar. The Party II has examined its Dy. General Manager Shri Nitin Kamat.

12. Lnd. Adv. Shri Nazareth has filed written arguments at Exb. 17 on behalf of the Party I and Lnd. Adv. Shri P. J. Kamat for the Party II has filed written arguments at Exb. 18. I have perused the

records and considered the arguments advanced by respective advocates and my findings on the aforesaid issues are as under:

13. *Issue No. 1:* It is not in dispute that the Party I was employed with Party II as a helper since 1-03-1980. By letter dated 30-8-1980 (Exb. W-2), the Party I was confirmed in service. By letter dated 14-10-1987 (Exb. W-3) the Party I was promoted as a Jr. Assembler in Grade II and by letter dated 5-7-1996 (Exb. W-4) the Party I was promoted as an Asstt. Tester in Grade III. The services of the Party I were terminated w.e.f. 27-5-1999 in view of the resignation letter dated 28-4-1999. The question is whether this resignation letter was obtained under duress, misrepresentation and force.

14. The Party I has deposed that in January, 1999 the Party II had floated a Voluntary Retirement Scheme. Accordingly, vide applications dated 16-2-1999 and 20-4-1999 (Exb. W-5 colly) he requested the Party II to grant him benefits of the said Voluntary Retirement Scheme. The Party I has deposed that the said letters were forwarded to the Personnel Department of Party II and that the Personnel Department had informed him that the letter of resignation was a pre-requisite of the said scheme. The Party I has deposed that the letter of resignation was drafted by K. D. Bhatt, the Director of Party II. The Party I has deposed that he had signed the said letter only because he was given to understand that the resignation was a pre-requisite for availing benefits of Voluntary Retirement Scheme. The Party I has deposed that after obtaining his resignation the Party II informed him that his request for Voluntary Retirement Scheme could not be considered in view of his resignation. The Party I has deposed that his resignation was obtained by fraud, misrepresentations and undue influence.

15. The Party I has also examined his wife Guilhermina D'Sa and another witness Ulhas Talankar. Both these witnesses were employed with Party II till the year 2000. These witnesses have deposed that the Party II had floated Voluntary Retirement Scheme in January, 1999 and notice of the said scheme was displayed on the notice board. They have deposed that the union had raised some objections in view of which the scheme was reviewed and a fresh notice was displayed on the notice board on 4-9-1999. Both these witnesses have stated that the Party II had directed the employees desirous of availing benefits under the scheme to tender their resignation. They have deposed that every employee was made to believe that resignation was a pre-request for availing benefits

of the scheme. These witnesses have deposed that the Party I had submitted his resignation in order to be entitled to the benefits of the VRS scheme floated in January, 1999.

16. In short, the case of the Party I and these two witnesses is that the Party II had floated VRS Scheme in January, 1999 and that the employees were given to understand that resignation was a pre-requisite for availing benefit under the scheme. The Party I had tendered resignation only because he was desirous of availing benefits under the said Scheme and he was given to understand that resignation was a pre-requisite for availing benefits under the Scheme.

17. It may be mentioned that the Party I has stated that he had opted for voluntary retirement vide applications dated 16-2-1999 and 20-4-1999 at (Exb. W-5 colly) and that when these applications were forwarded to the Personnel Department, the said department had informed him that the letter of resignation was a pre-requisite to avail benefit of voluntary retirement scheme. It is to be noted that the letter dated 16-2-1999 does not bear any seal or endorsement to show that the same was in fact received by the Party II. This is relevant because the Party II has denied having received the said letter. It is also to be noted that by this letter dated 16-2-1999, the Party I had forwarded to the Party II "*Employees State Insurance Co-operation information of sickness dated 24-2-1999 Sr. No. 17957*". The fact that by letter dated 16-2-1999 the Party I had forwarded medical certificates dated 24-2-1999 itself proves that the letter dated 16-2-1999 was predated. The Party I has not lead evidence to show that this letter was submitted before tendering resignation and it is indeed doubtful whether the Party I had at all submitted this letter to the Party II.

18. It is also pertinent to note that the Party I has admitted in his cross-examination that the letter dated 20-4-1999 was in fact submitted on 3-5-1999, which was after the date of resignation letter. It is thus evident that both these letters at Exb. W-5 Colly are predated and were not submitted before tendering resignation letter dated 28-4-1999. In view of this, it is impossible to accept the case as put forward by the Party I that when these applications (Exb. W-5 Colly) were forwarded to the Personnel Department, the department had told him that resignation was a pre-requisite for availing benefits of retirement scheme.

19. The evidence of the witness Guilhermina, who is the wife of the Party I and an employee of Party II, also does not corroborate the case of the

Party I that the resignation letter was drafted at the instance of K. D. Bhat, the Director of Party II and that the resignation of the Party I was obtained by misrepresentation. This being the case, apart from the bare statement of the Party I, there is absolutely no evidence to prove allegation of fraud, misrepresentation or undue influence.

20. Be that as it may, though the Party I has claimed that he had applied for voluntary retirement as per the scheme notified and displayed on the notice board in January, 1999, the Party I has not produced copy of the said notice which was allegedly displayed on the notice board in January, 1999. The Party I has also not adduced any evidence regarding introduction and implementation of such scheme. It is also to be noted that the letters at Exb. W-5 colly, wherein the Party I had allegedly requested the Party II to permit him to take voluntary retirement, also do not make reference to any retirement scheme formulated by the Party II. These letters do not indicate that the Party I had sought to avail benefit of schemes formulated in January, 1999 and this fact also falsifies the case of the Party I.

21. It is also pertinent to note that the witnesses Guilhermina D'sa and Ulhas Talankar have admitted that none of the employees of the Party II had taken retirement in terms of the scheme floated in the January, 1999 or September, 1999. This fact also belies the contention of the Party I that the Party II had introduced a VRS Scheme in the month of January, 1999 and that the Party I had submitted his resignation to avail benefits under the said scheme.

22. It is also to be noted that these witnesses namely Gulhermina D'sa and Ulhas Talankar had availed benefits of the scheme introduced in 2000. They have deposed that resignation was a pre-requisite for availing benefit of the retirement scheme. The records however indicate that vide letters at Exb. E-11 and E-13, the witnesses Gulhermina and Ulhas had applied for voluntary retirement scheme, 1999 as notified in the notice dated 19-11-1999. Vide replies dated 20-03-2002 (Exb.12) and 30-1-2000 (Exb.13) the Party II had informed said Guilhermina and Ulhas that their request for voluntary retirement was accepted. The witness Guilhermina was relieved from the employment w.e.f. 31-03-2000 and Ulhas Talankar was relieved w.e.f. 30-01-2000. These letters at Exb. 11 to Exb. 13 respectively do not indicate that these witnesses had tendered their resignation for opting for VRS. Both these witnesses have also admitted in their cross-examination that in their

letters at Exb. 11 to Exb. 13 respectively, they had not stated that they were resigning from service. The notice dated 19-11-1999 at Exb. 15 also does not indicate that the employees who were interested in taking voluntary retirement under the scheme were required to tender their resignation. These facts belie the contention of these witnesses that resignation was a pre-requisite for availing benefits of the scheme.

23. It is to be noted that the resignation letter dated 28-4-1999 at Exb. W4 does not indicate that the Party I had tendered resignation because he wanted to opt for voluntary retirement scheme. On the contrary the Party I had specifically stated in this letter that he was tendering resignation owing to his ill health. The Party I has admitted in his cross examination that he was on privilege leave from 11-1-1999 to 23-1-1999 and on casual leave from 27-1-1999 and 28-1-1999. The Party I has also admitted that he was on sick leave from 16th February, 1999. The Party I had submitted medical certificates (Exb. E-5 colly) issued by ESI Medical Officer, recommending rest till 13-4-1999. It is not in dispute that Party I had not reported for work and by letter dated 20-4-1999 (Exb. E-6) the Party II had called upon the Party I to resume duties immediately. It is also not in dispute that Party I had not reported for duty even after receipt of the said letter and thereafter, by letter dated 28-4-1999 (Exb. W-6) the Party I tendered his resignation due to ill health. The fact that the Party I was on sick leave and under medical treatment and that he had not resumed duties even after he was called upon to resume duties immediately is a clear indication of the fact that the Party I had in fact tendered resignation due to his ill health.

24. The request of the Party I, vide letter dated 20-4-1999 (Exb. W-5) to grant benefit of voluntary retirement scheme, was made much after tendering resignation at Exb. W-6. This request was not in accordance with any voluntary retirement scheme floated by the Party II, but as stated by the Party I was to be considered as a "special case". This fact also belies the contention of the Party I that he had tendered resignation in view of the voluntary retirement scheme floated by the Party II in January, 1999 and that he was given to understand that resignation was a pre-requisite for availing the said benefit.

25. It is also pertinent to be noted that by letter dated 10-5-1999 (Exb. E-7), which was with reference to resignation letter dated 28-4-1999, the Party II had informed the Party I that as desired by him he would be relieved from his duties at the close of

working hours on 27-5-1999. The Party I was called upon to contact the accounts department for the settlement of his dues. This letter clearly indicates that the Party I was relieved from services w.e.f. 27-5-1999, as desired by him. By letter dated 31-8-1999 (Exb. E-9), the Party II had called upon the Party I to collect his final dues. Even on receipt of this letter, the Party I had neither protested or brought to the notice of the Party II nor complained to any authority that he had not desired to resign and that he was misrepresented in submitting his resignation on the pretext of giving benefits of voluntary retirement scheme. This is yet another factor which falsifies the story of misrepresentation, duress or undue influence.

26. It is to be noted that, after having resigned and relieved from service, the Party I vide letter dated 3-3-2000 (Exb. E-1) applied for voluntary retirement under scheme notified on 22-2-2000. By letter dated 9-3-2000 (Exb. E-2) the Party II had informed the Party I that his request could not be accepted since he had already resigned from the service. As a consequence thereof, the Party I, vide letter dated 29-3-2000 (Exb. W9 colly) raised an industrial dispute and for the first time alleged that his resignation was obtained by misrepresentation. If at all the resignation was obtained by fraud or misrepresentation, the Party I would have protested immediately but the Party I had neither objected nor explained as to why he had allowed such a long time to elapse to raise the dispute. It is absolutely unbelievable that a workman who is forced to resign or whose resignation is obtained by fraud and misrepresentation would keep quiet for a period of ten months without protesting in any manner. The delay in raising the demand is itself a crucial factor to discard the case of the Party I that his resignation was obtained by fraud and misrepresentation.

27. The Party I had based his claim on the ground of misrepresentation, fraud and duress. It need not be emphasized that such plea has to be specifically pleaded and cogently proved. In view of discussion supra, in my considered view the Party I has failed to prove that his resignation was obtained under duress, force and misrepresentation. Hence, the issue No. 1 is answered in the negative.

28. *Issue No. 2:* The Party II has claimed that the reference is not maintainable as the dispute was not espoused by the union and secondly because there was no demand. It may be mentioned that section 2A of the Industrial Disputes Act reads as follows:

"Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute."

29. A plain perusal of this provision shows that when any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute relating to such discharge, dismissal, retrenchment or termination is required to be treated as an Industrial Dispute notwithstanding the fact that no other workman or any union has sponsored such a dispute. In the instant case the Party I had claimed that his resignation was obtained by misrepresentation. Needless to say that securing resignation by force or against the will of the concerned employee, in substance, amounts to the termination of services of the concerned employee. The terms "or otherwise terminates the services" in section 2 A covers such cases. The question, whether in a given case the resignation was obtained by force or given voluntarily would be a question of fact. The Party I had complained that he had not tendered resignation voluntarily, but his resignation was obtained by fraud and misrepresentation, his case is covered by provisions of sec. 2 A of the Act and the State Government was competent to refer the dispute. Hence the contention that the reference is not maintainable is devoid of any merits.

30. The records indicate that the Party I had raised the dispute vide letter dated 29-3-2000 at Exb. W-9 colly. Hence the contention that the Party I had not raised a demand also does not have any merit. Under the circumstances, the issue No. 2 is answered in the negative.

31. *Issue No. 3:* The Party I has failed to prove that his resignation was obtained by fraud, duress or misrepresentation. On the contrary the evidence on record shown that the resign was voluntary. Hence the Party I is not entitled for any relief. Issue No. 3 is answered accordingly.

Under the circumstances and in view of discussion Supra I pass the following order.

ORDER

1. It is hereby held that the resignation dated 28-4-1999 of Shri Wilson C. D'sa was not obtained under duress and that it was a voluntary act of the Workman.

2. The Party I is not entitled for any relief.

3. No order as to cost.

Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 29-05-2011 in Reference No. IT/100/99 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).
Porvorim, 1st July, 2011.

IN THE INDUSTRIAL TRIBUNAL-CUM-
-LABOUR COURT
AT PANAJI, GOA

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/100/99

Shri Deepak C. Naik,
Ticket No. 2-241, ACGL (SND),
Honda, Satari-Goa. ... Workman/Party I
V/s

The Managing Director
M/s. Automobile Corporation of
Goa Ltd., Honda,
Satari-Goa. ... Employer/Party II

Workman/Party I represented by Shri K. V. Nadkarni.
Employer/Party II represented by Adv. Shri M. S. Bandodker.

AWARD

(Passed on this 29th day of May, 2011)

By order dated 10-8-1999, the Government of Goa has referred the following dispute for adjudication.

"(1) Whether the action of the management of M/s. Automobile Corporation of Goa Limited, Honda, Satari, Goa, in terminating the services of Shri Deepak C. Naik, Operator with effect from 11-12-1998, is legal and justified?

(2) If not, to what relief the workman is entitled?"

2. On receipt of the Reference, IT/100/99 was registered. Notices were issued to both parties, pursuant to which the Party I has filed his claim statement at Exb. "4" and Party II has filed its written statement at Exb. "5". The rejoinder of Party I is at Exb. "6".

3. The Party I was employed with Party II as an operator since year 1982. The Party I was issued charge-sheet dated 17-10-1998, for disorderly behaviour during working hours, willful disobedience, and committing act subversive of discipline and good behaviour. An enquiry was held and the Enquiry Officer submitted his findings wherein he has concluded that the charges levelled against Party I have been proved. The Party I was issued a show cause notice and after considering his reply the Party I was dismissed from the services vide dismissal letter dated 11-12-1999.

4. The Party I has stated that the charge-sheet as well as domestic enquiry held against him is illegal, that the domestic enquiry was not fair and proper and that charges of misconduct have not been proved. The Party I therefore claims that termination order is illegal and unjustified and that he is entitled for reinstatement with back wages and continuity in service.

5. The Party II has stated that the Party I had conducted serious act of misconduct. He was issued charge-sheet and domestic enquiry was conducted wherein he was given reasonable opportunity to defend himself. The Party II has stated that the charge levelled against the Party I is held to be proved. The findings of the Enquiry Officer are based on material on record and that the Party I is not entitled for any relief.

6. Based on the aforesaid pleadings the following issues were framed:

1. Whether the Party I proves that the domestic enquiry conducted against him is not fair and proper?
2. Whether charges of misconduct levelled against the Party I are proved to the satisfaction of the Tribunal by acceptable evidence?
3. Whether the Party I proves that the action of the Party II in terminating his services with effect from 11-12-1998 is illegal and unjustified?

4. Whether the Party I is entitled to any relief?

Notification

5. What Award?

No. 28/1/2011-LAB

10. By order dated 9th March, 2009, with consent of both parties, Shri Chodnekar was appointed as a mediator. The mediator was instructed to hold meetings with both parties and to try to resolve the dispute amicably and submit his report. Accordingly, the mediator held meetings with parties and it was reported that the parties have settled the matter amicably. The parties have placed on record the consent terms, which are on record at Exbt. "19". The said consent terms are signed by both parties and their respective Advocates. The consent terms are agreeable to the parties and in my considered view the terms are in the interest of the Workman. Hence, the terms are taken on record and the consent award is passed as follows:

1. It is agreed between the parties that the Management of M/s. Automobile Corporation of Goa Ltd. shall pay sum of Rs. 2,00,000/- (Rupees two lakhs only) to Mr. Deepak Naik by cheque No. 433517 dated 5-2-2011 drawn on HDFC Bank, Panaji Branch which shall include all the claims of Mr. Deepak Naik arising out of the present reference and his employment and termination. The above amount shall include all his claims including any claim of earned wages, bonus, leave encashment, gratuity etc. or any other claim which can be computed in terms of money.
2. It is agreed that Shri Deepak Naik shall accept the said amount mentioned in the clause (1) in full and final settlement of all his claims arising out of present reference and in complete satisfaction of his employment and termination, including any claim of earned wages, bonus, leave encashment, gratuity etc. or any other claim which can be computed in terms of money and further confirm that he shall have no claim of whatsoever nature against the company including any claim of reinstatement or re-employment.

The dispute referred to this Tribunal, vide order dated 23-8-2007, has been amicably settled as per the aforestated Consent Terms.

Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I.

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 29-05-2011 in Reference No. IT/41/07 is hereby published as required by section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 1st, July, 2011.

IN THE INDUSTRIAL TRIBUNAL-CUM- -LABOUR COURT AT PANAJI, GOA

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/41/07

Shri Digambar V. Mhapsekar,
Bagwada, Morlem,
Satari-Goa.
V/s

... Workman/Party I

M/s. Automobile Corporation of
Goa Ltd., Honda,
Satari-Goa.

... Employer/Party II

Workman/Party I represented by Adv. Shri B. A. Gawas.

Employer/Party II represented by Adv. Shri M. S. Bandedkar.

AWARD

(Passed on this 29th day of May, 2011)

By order dated 23-8-2007, the Government of Goa has referred the following dispute for adjudication.

"(1) Whether the action of management of the M/s. Automobile Corporation of Goa Limited, Honda, Satari, Goa, in dismissing Shri Digambar Mhapsekar, Operator, with effect from 23-12-2006, is legal justified?

(2) If not, to what relief the Workman is entitled?"

2. On receipt of the Reference, IT/41/07 was registered. Notices were issued to both parties, pursuant to which the Party I has filed his claim statement at Exbt. "9" and Party II has filed its written statement at Exbt. "12". The rejoinder of Party I is at Exbt. "14".

3. The Party I was employed with Party II since the year 1992. The Party I was issued charge-sheet

for alleged misconduct of theft. An enquiry was conducted and the Inquiry Officer submitted his findings holding the charges levelled against Party I have been proved. The Party I was issued show cause notice and after considering his reply the Party I was dismissed from the services vide dismissal letter dated 23-12-2006.

4. The Party I has stated that the enquiry was conducted in violation of principles of natural justice. The Party I has stated that the charges levelled against him are not being proved. Party I has further stated that the report submitted by the Enquiry Officer is false, fabricated and baseless. The Party I has therefore sought reinstatement with continuity in service and full back wages.

5. The Party II has further stated that the Party I had conducted serious act of misconduct. He was issued charge-sheet and domestic enquiry was conducted wherein he was given reasonable opportunity to defend himself. The Party II has stated that the charge levelled against the Party I is held to be proved. The findings of the Enquiry Officer are based on material on record and that the Party I is not entitled for any relief.

6. Based on the aforesaid pleadings the following issues were framed:

1. Whether the Party I proves that the enquiry was not fair and proper?
2. Whether charges of misconduct levelled against the Party I are proved to the satisfaction of the Tribunal by acceptable evidence?
3. Whether the Party I proves that the action of the Party II in terminating the services w.e.f. 23-12-2006 is illegal and unjustified?

7. The matter was fixed for evidence. However, even before the evidence could be commenced the parties appeared before this Tribunal and submitted that the matter has been amicably settled. The parties have placed on record the consent terms, which are on record at Exbt. "18". The said consent terms are signed by both parties and their respective Advocates. The consent terms are agreeable to the parties and in my considered view; the terms are in the interest of the workman. Hence, the terms are taken on record and the consent award is passed as follows:

1. It is agreed between the parties that the Management of M/s. Automobile Corporation of Goa Ltd. shall pay sum of Rs. 1,00,000/- (Rupees one lakh only) to Mr. Digamber Mhapsekar by

cheque No. 433518 dated 5-2-2011 drawn on HDFC Bank, Panaji Branch which shall include all the claims of Mr. Digamber Mhapsekar arising out of the present reference and his employment and termination. The above amount shall include all his claims including any claim of earned wages, bonus, leave encashment, gratuity etc. or any other claim which can be computed in terms of money. Excluding gratuity which the Workman is entitled for.

2. It is agreed that Mr. Digamber Mhapsekar shall accept the said amount mentioned in the clause (1) in full and final settlement of all his claims arising out of present reference and in complete satisfaction of his employment and termination, including any claim of earned wages, bonus, leave encashment, gratuity etc. or any other claim which can be computed in terms of money and further confirm that he shall have no claim of whatsoever nature against the company including any claim of reinstatement or re-employment.

The dispute referred to this Tribunal, vide order dated 23-8-2007, has been amicably settled as per the aforesaid Consent Terms.

Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.

State Directorate of Craftsmen Training

Notification

No. 3/SDCT/TPO/IMC/MAP/4868

(Sub: Re-constitution of Institute Managing Committee of ITI-Honda, Mapusa)

In pursuance of the guidelines issued by Government of India for re-constitution of Institute Managing Committee (IMC) for the ITIs vide D.O. No. DGET-21(3)97-CPIU (VOL.IV) dated 25-01-2002 from Director General of Employment & Training and Joint Secretary, Government of India, Ministry of Labour, New Delhi, the Government is pleased to re-constitute the Institute Managing Committee of ITI, Mapusa from the date of issue of this Notification.

Constitution:

1. Shri K. V. S. Krishnakumar, ... Chairman.
M/s. Binani Glass Fibre,
Colvale, Bardez, Goa
2. Shri Narayan Walawalkar, ... Member.
M/s. Friends Engineering,
Panaji, Goa
3. Shri Gurudatta D. Bhakta, ... Member.
M/s. Cazcar,
Tivim Ind. Estate, Karaswada,
Mapusa, Goa
4. Shri Rajiv M. Nevgi, ... Member.
M/s. Anand Engineers,
D-2/44, Tivim Ind. Estate,
Karaswada, Mapusa-Goa
5. Shri Avinash Misquita, ... Member.
M/s. Misquita Engineering
Pvt. Ltd.,
Vaiginnim Vaddo, Nachinola,
Bardez, Goa
6. Shri Digambar Nagvekar, ... Member.
M/s. Tata Consultancy Services,
Karaswada, Mapusa, Goa
7. Shri Maxie Lewis, ... Member.
M/s. Surekleen Services Pvt. Ltd.,
78, Pilerne Industrial Estate,
Bardez-Goa
8. Shri Anirudh Walawalkar, ... Member.
M/s. Friends Engineering,
Panaji, Goa
9. Shri Pushkar Kotnis, ... Member.
M/s. Dynaquip Engineers,
Tivim Ind. Estate, Karaswada,
Mapusa, Goa
10. Shri Leroy Dias, ... Member.
M/s. Binani Glass Fibre,
Covale, Bardez, Goa
11. Shri Lalit Shah, ... Member.
M/s. Lalit Shah & Associates,
304/305, Vagle Vision,
18th June Road, Panaji, Goa
12. Shri Yogendra Shirodkar, ... Member.
M/s. Impact Car Accessories,
A. B. Road, Panaji, Goa
13. State Director or his ... Member.
representative,
State Directorate of
Craftsmen Training,
Shramashakti Bhavan,
Panaji-Goa
14. Principal, ... Member
Industrial Training Institute, Secretary.
Mapusa-Goa

15. Faculty Representative ... Member.
to be nominated by the
Principal,
ITI-Mapusa

16. Students' Representative ... Member.
to be nominated by the
Principal,
ITI-Mapusa

The terms of reference shall be as per attached Annexure also specifying therein indicators for monitoring the performance of the IMC.

The term of office of the IMC shall be three years from the date of issue of this notification or till the re-constitution of the IMC thereafter whichever is later. The members representing the industries may change by name and number depending upon the necessity of the IMC from time to time under specific orders of the Government. Change in the official members, if any, shall be on the basis of the recommendations of the State Director of Craftsmen Training.

The IMC shall meet as frequently as required and in any case at least once in three months.

The non-official members, who attend the meeting shall be paid a fixed honorarium of ₹ 400/- per meeting and no other TA/DA shall be payable.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, State Director of Craftsmen Training and ex officio Joint Secretary.

Panaji, 4th July, 2011.

ANNEXURE

**Role and Responsibilities of the Institute
Managing Committee (IMC)**

1. Generation and Utilisation of Finance:

- a) The IMC would be free to generate funds through various projects from industry.
- b) The IMC would encourage donors to donate funds to the institutes.
- c) These funds would be available to the IMC for utilisation as decided by them.

2. Donation of Machinery & Equipments:

The IMC would encourage donation of machinery & equipments to the institutes.

3. Selection of contract faculty:

The IMC will have powers for appointment of contract faculty as and when required.

4. Students Selection:

- a) Vocational guidance about the nature of course, job opportunities and career prospects would be provided to students prior to applying for admission in ITI so that they choose right courses.
- b) Introductory seminars for the fresh students (including visits to industry) may be conducted by industry to create interest and motivate them.
- c) The IMC may adopt various transparent methods of selection according to the individual needs of each institute. However, the guidelines prescribed by the NCVT should not be violated.

5. Employment:

- a) The IMC will be responsible for helping students in registration. Before passing out all ITI students will be registered with (i) Local employment exchange (ii) Overseas employment cell (iii) Regional headquarters of *Industry Associations* (iv) Campus interviews will also be arranged.
- b) Trainees will be helped by the industry to go in for self-employment through acquisition of skills relating to interaction with FIs and basic trade and commerce facilities.
- c) *Tracing the ITI graduates for next three years after their passing out.*

6. Faculty and Staff Development:

- a) IMC will identify the training needs of all faculty and staff members based on Faculty Development Forms.
- b) Detailed annual and quarterly training calendars, budgets and release of personnel for training programmes will be planned by IMC including exchange of personnel between industry and institute.

7. Mentors and One-Day Lecturers (Guest Lecturers):

IMC will nominate Mentors and One-Day Lecturers (Guest Lecturers) from industry for various trades. one-day Lecturers are specifically meant to deliver lecturer or impart practical training in the ITI. A mentor is nominated for a student/group of students belonging to one trade, mentor may just discuss/guide/counsel students in the ITI or outside as per mutual convenience. He can, however, also deliver lecture or impart practical training. Mentors are more like role model for students and therefore, should be a good experienced skilled worker. Mentors will play an important role in vocational guidance and career counselling as well as apprising students about latest technologies and trends in the World of Work. Mentorship system should have great flexibility in contact between students and mentor. The contact could even be over telephone.

8. Seminars, workshops and exhibitions:

IMC will organize seminar, workshops and exhibitions for mutual benefits of trainees, faculty and industry.

9. Trade Advisory Committees (TAC):

IMC may constitute Trade Advisory Committee (TAC) for a group of trades or any other Committee to assist in various functions. TAC should help IMC in issues related to improvement in effectiveness and relevance of training for a particular trade group. TAC should have trade experts from Industry, concerned instructors, student representatives etc. The exact composition may be decided by the IMC.

10. Industrial Training:

- a) IMC will prepare guidelines for the industrial training with details of periods of training including projects for students and faculty. Students of one trade may be released together for industrial training in order to avoid disruption of training in ITI.
- b) IMC will also decide about the stipend to be paid to each student and faculty by the industry providing training.

11. Curriculum Revamping:

- a) IMC will be allowed to revamp the curriculum of any trade above the NCVTs norms on the basis of industry needs.
- b) IMC will be allowed to include new trades and discontinue the obsolete trades by following simplified procedures to the decided by DGET.

12. Equipment Maintenance:

The maintenance and replacement of the equipment at the institute will be supervised by IMC.

13. Teaching Aids:

Teaching Aids like working models, slides, video projections, instruction material in vernacular languages, work books, detailed job assignments of the institute will be upgraded under the supervision of IMC.

14. MIS System:

Under guidance of the Steering Committee, the Managing Committee will introduce an MIS System for each ITI. *Industry associations* will provide the necessary inputs for creating such MIS System.

15. Capital Expenditure:

- a) IMC will be *involved in* spelling out specifications for the procurement of equipment including accessories and measuring equipment. *The proposals for procurement of equipment will be cleared by IMC before orders are placed.*
- b) *The proposals of Civil works (including additions/alterations in the existing building) will be cleared by IMC.*

16. Examination Supervision:

- a) Theoretical examinations will be jointly supervised by industry.
- b) Practical examination and evaluation will be supervised jointly by industry and external examiner.

17. Faculty Evaluation:

- a) Faculty evaluation will be done by the Steering Committee and their recommendations will carry weight and recognition.
- b) Faculty Development Form will be designed by IMC which will include criteria for gradation and development of faculty.

18. Transfer for Faculty:

IMC will be taken into confidence while transferring the faculty from one institute to another.

19. Faculty Deputation:

Deputation of the faculty from one institute to another will be made at the recommendations of IMC.

20. Consultancy Rules:

The rules for providing consultancy by the ITI will be laid down in consultation with the Managing Committee.

Indicators for monitoring the performance of IMC:

- 1) Employment rate within 6 months of completing the course.
- 2) Student output to sanctioned capacity:
 - a) Admission rate.
 - b) Retention rate.
 - c) Pass rate.
- 3) Internship/n-the-job training per student per year.
- 4) Average number of days of deputation of instructors in industry per year.
- 5) Revenue generated as percentage of operating expenses.
- 6) Donation of machinery and equipment to ITI by Industry.
- 7) Other co-operation between ITI and industry.
- 8) Time devoted by experts from industry in conducting classes or other activities in ITI.
- 9) Recommendations made by IMC and their implementation.

Notification

No. 3/SDCT/TPO/IMC/CAC/4869

(Sub.: Re-constitution of Institute Managing Committee of ITI-Cacora)

In pursuance of the guidelines issued by Government of India for constitution of Institute Managing Committee (IMC) for the ITIs vide D.O. No. DGET-21(3)97-CPIU (VOL.IV) dated 25-01-2002 from Director General of Employment & Training and Joint Secretary, Government of India, Ministry of Labour, New Delhi, the Government is pleased to re-constitute the Institute Managing Committee of ITI, Cacora from the date of issue of this Notification.

Constitution:

1. Shri Sudesh Rane, ... Chairman.
M/s. Amay Industries,
Cacora Industrial Estate,
Cacora-Goa
2. Shri Shyam Satardekar, ... Member.
Hon'ble M.L.A.
Curchorem Constituency
Transport contractor,
Curchorem-Goa
3. Dr. Sunil R. Kakodkar, ... Member.
Senior Resident Doctor,
M/s. Sesa Goa Limited,
Dabal-Goa
4. Dr. Paresh Kamat, ... Member.
Senior Resident Doctor,
NUSI Hospital,
Panzorconi, Cuncolim-Goa
5. Shri Sameer Keny, ... Member.
M/s. Crescent Fragrances
Pvt. Ltd.,
SB 6, 7 & 8 Cuncolim Ind. Estate,
Cuncolim, Salcete-Goa
6. Shri Sandeep Sardessai, ... Member.
M/s. Vinaya Enterprises,
SA-36/37, Cuncolim Ind. Estate,
Cuncolim-Goa
7. Shri Sudin Naik, ... Member.
M/s. Amitech Pvt. Ltd.,
Plot Nos. S-117/118, Phase III-B,
Verna Ind. Estate, Verna-Goa
8. Shri Shailesh D. Sanvordekar, ... Member.
M/s. HPCL Petrol Pump,
Savordem, Curchorem-Goa
9. Shri Debkumar Sen,
M/s. Diamond Tool Industries,
Cacora Ind. Estate, Cacora-Goa
10. Shri Paresh G. Nayak,
Marpol Pvt. Ltd.,
Cacora-Goa

- | | |
|--|--------------------------|
| 11. State Director or his representative,
State Directorate of
Craftsmen Training,
Shramashakti Bhavan,
Panaji-Goa | ... Member. |
| 12. Principal,
Industrial Training Institute,
Cacora-Goa | ... Member
Secretary. |
| 13. Faculty Representative
to be nominated by the
Principal,
ITI-Cacora | ... Member. |
| 14. Students' Representative
to be nominated by the
Principal,
ITI-Cacora | ... Member. |

Co-opted Members

1. Shri Harishchandra Chari,
M/s. Kamakshi Engineering,
Curchorem, Cacora-Goa.
2. Shri John D'Costa,
M/s. Maria Industries,
Curchorem, Cacora-Goa.

The terms of reference shall be as per attached Annexure also specifying therein indicators for monitoring the performance of the IMC.

The term of office of the IMC shall be three years from the date of issue of this notification or till the re-constitution of the IMC thereafter whichever is later. The members representing the industries may change by name and number depending upon the necessity of the IMC from time to time under specific orders of the Government. Change in the official members, if any, shall be on the basis of the recommendations of the State Director of Craftsmen Training.

The IMC shall meet as frequently as required and in any case atleast once in three months.

The non-official members, who attend the meeting shall be paid a fixed honorarium of ₹ 400/- per meeting and no other TA/DA shall be payable.

By order and in the name of the Governor
of Goa.

Aleixo F. da Costa, State Director of Craftsmen
Training and ex officio Joint Secretary.

Panaji, 4th July, 2011.

ANNEXURE**Role and Responsibilities of the Institute
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1. *Generation and Utilisation of Finance:*
 - a) The IMC would be free to generate funds through various projects from industry.
 - b) *The IMC would encourage donors to donate funds to the institutes.*
 - c) These funds would be available to the IMC for utilisation as decided by them.
2. *Donation of Machinery & Equipments:*

The IMC would encourage donation of machinery & equipments to the institutes.
3. *Selection of contract faculty:*

The IMC will have powers for appointment of contract faculty as and when required.
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 - a) Vocational guidance about the nature of course, job opportunities and career prospects would be provided to students prior to applying for admission in ITI so that they choose right courses.
 - b) Introductory seminars for the fresh students (including visits to industry) may be conducted by industry to create interest and motivate them.
 - c) The IMC may adopt various transparent methods of selection according to the individual needs of each institute. However, the guidelines prescribed by the NCVT should not be violated.
5. *Employment:*
 - a) The IMC will be responsible for helping students in registration. Before passing out all ITI students will be registered with (i) Local employment exchange (ii) Overseas employment cell (iii) Regional headquarters of *Industry Associations* (iv) Campus interviews will also be arranged.
 - b) Trainees will be helped by the industry to go in for self-employment through acquisition of skills relating to interaction with FIs and basic trade and commerce facilities.
 - c) *Tracing the ITI graduates for next three years after their passing out.*
6. *Faculty and Staff Development:*
 - a) IMC will identify the training needs of all faculty and staff members based on Faculty Development Forms.
 - b) Detailed annual and quarterly training calendars, budgets and release of personnel for training programmes will be planned by IMC including exchange of personnel between industry and institute.

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8. Seminars, workshops and exhibitions:

IMC will organize seminar, workshops and exhibitions for mutual benefits of trainees, faculty and industry.

9. Trade Advisory Committees (TAC):

IMC may constitute Trade Advisory Committee (TAC) for a group of trades or any other Committee to assist in various functions. TAC should help IMC in issues related to improvement in effectiveness and relevance of training for a particular trade group. TAC should have trade experts from Industry, concerned instructors, student representatives etc. The exact composition may be decided by the IMC.

10. Industrial Training:

- a) IMC will prepare guidelines for the industrial training with details of periods of training including projects for students and faculty. Students of one trade may be released together for industrial training in order to avoid disruption of training in ITI.
- b) IMC will also decide about the stipend to be paid to each student and faculty by the industry providing training.

11. Curriculum Revamping:

- a) IMC will be allowed to revamp the curriculum of any trade above the NCVTs norms on the basis of industry needs.
- b) IMC will be allowed to include new trades and discontinue the obsolete trades by following simplified procedures to be decided by DGET.

12. Equipment Maintenance:

The maintenance and replacement of the equipment at the institute will be supervised by IMC.

13. Teaching Aids:

Teaching Aids like working models, slides, video projections, instruction material in vernacular

languages, work books, detailed job assignments of the institute will be upgraded under the supervision of IMC.

14. MIS System:

Under guidance of the Steering Committee, the Managing Committee will introduce an MIS System for each ITI. *Industry associations* will provide the necessary inputs for creating such MIS System.

15. Capital Expenditure:

- a) IMC will be involved in spelling out specifications for the procurement of equipment including accessories and measuring equipment. *The proposals for procurement of equipment will be cleared by IMC before orders are placed.*
- b) *The proposals of Civil works (including additions/alterations in the existing building) will be cleared by IMC.*

16. Examination Supervision:

- a) Theoretical examinations will be jointly supervised by industry.
- b) Practical examination and evaluation will be supervised jointly by industry and external examiner.

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- a) Faculty evaluation will be done by the Steering Committee and their recommendations will carry weight and recognition.
- b) Faculty Development Form will be designed by IMC which will include criteria for gradation and development of faculty.

18. Transfer for Faculty:

IMC will be taken into confidence while transferring the faculty from one institute to another.

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Deputation of the faculty from one institute to another will be made at the recommendations of IMC.

20. Consultancy Rules:

The rules for providing consultancy by the ITI will be laid down in consultation with the Managing Committee.

Indicators for monitoring the performance of IMC:

- 1) Employment rate within 6 months of completing the course.
- 2) Student output to sanctioned capacity:
 - a) Admission rate.
 - b) Retention rate.
 - c) Pass rate.
- 3) Internship/n-the-job training per student per year.
- 4) Average number of days of deputation of instructors in industry per year.

- 5) Revenue generated as percentage of operating expenses.
- 6) Donation of machinery and equipment to ITI by Industry.
- 7) Other co-operation between ITI and industry.
- 8) Time devoted by experts from industry in conducting classes or other activities in ITI.
- 9) Recommendations made by IMC and their implementation.



Department of Personnel

Order

No. 6/4/91-PER(Part II)/4358

The Governor of Goa is pleased to promote on ad hoc basis, Shri Arvind V. Bugde, Junior Scale Officer of Goa Civil Service, to the Senior Scale of the same Service, in the Pay Band—3, ` 15,600-39,100 with Grade Pay of ` 6,600/- with immediate effect.

2. The above appointment shall be for a period of six months in the first instance.

3. The above ad hoc appointment will not bestow on the promoted Officer any claim for regular appointment and the service rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade or for eligibility for promotion to the next higher grade.

4. The posting order of the above said Officer will be issued separately. He shall draw his salary on the vacant post of Joint Secretary(GA), Secretariat, Porvorim, until further orders.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 1st July, 2011.



Department of Planning, Statistics & Evaluation

Directorate of Planning, Statistics & Evaluation

Order

No. 4-2-07/PLG/DPSE(Part file)/748

Read: Government Order No. 4/2/07/PLG/DPSE(Part file) dated 26-03-2010.

The ad hoc promotion of Smt. Anuradha A. Bhamaikar and Shri Ulhas M. Raikar, to the post of Dy. Director Group 'A' Gazetted in Scale of PB—III ` 15,600-39,100+5,400 of Common Statistical Cadre of Directorate of Planning Statistics & Evaluation, Panaji is hereby further extended for the period of one year with effect from 26-03-2011 to 25-03-2012.

This issues with the concurrence of Goa Public Services Commission vide their letter No. Com/II/11/38(1)/92/82 dated 19-04-2011.

By order and in the name of the Governor of Goa.

Anand Sherkhane, Director and ex-officio Joint Secretary (Planning).

Panaji, 6th July, 2011.

Order

No. 4-1-96/PLG/DPSE/749

Read: Government Order No. DPSE/PLG(DPSE)/Part dated 05-04-2010.

The ad hoc promotion of Shri V. B. Saxena to the post of Joint, Director Group 'A' Gazetted in the Scale of PB—III ` 15,600-39,100+6,600 of Common Statistical Cadre of Directorate of Planning Statistics & Evaluation, Panaji is hereby further extended for the period of one year with effect from 18-02-2011 to 17-02-2012.

This issues with the concurrence of Goa Public Services Commission vide their letter No. Com/II/11/38(1)/92/435 dated 17th June, 2011.

By order and in the name of the Governor of Goa.

Anand Sherkhane, Director and ex-officio Joint Secretary (Planning).

Panaji, 6th July, 2011.



Department of Public Health

Order

No. 11/1/98-IV/PHD

Sanction of the Government is hereby conveyed permitting Dr. Aquaviva Fernandes, Assistant Professor, Department of Prosthodontics, Goa Dental College & Hospital, Bambolim-Goa to rejoin his

duties in Goa Dental College & Hospital w.e.f. 01-07-2011 (f.n.) by curtailing the Extraordinary Leave granted to him vide Order No. 11/1/98-IV/PHD dated 14-07-2009, in terms of Government Notification No. 2/5/95-PER dated 23-09-2008.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 1st July, 2011.

Order

No. 47/42/2011-I/PHD

Government is pleased to constitute the Rapid Response Team, for monitoring polio eradication and implementing high quality mop up operation as per guidelines issued by the Ministry of Health & Family Welfare, Government of India.

The team shall consist of the following members:

- | | |
|---|--------------------------|
| 1. Chief Medical Officer,
State Family Welfare
Bureau, Directorate of
Health Services, Panaji | ... Chairman. |
| 2. Lady Medical Officer,
State Family Welfare
Bureau, Directorate of
Health Services, Panaji | ... Member. |
| 3. Senior Paediatrician,
Asilo Hospital, Mapusa, | ... Member. |
| 4. Senior Paediatrician,
Hospicio Hospital, Margao | ... Member. |
| 5. State Epidemiologist,
Directorate of Health
Services, Panaji | ... Member. |
| 6. District Immunization
Officer, State Family
Welfare Bureau,
Directorate of Health
Services, Panaji | ... Member
Secretary. |

The Committee shall be responsible for conducting investigations for wild polio virus and follow ups as outlined in the Emergency Preparedness and Response Plan as per Government of India guidelines, following detection.

By order and in the name of the Governor of Goa.

Paula Fernandes, Under Secretary (Health II).

Porvorim, 1st July, 2011.

Order

No. 6/12/91-I/PHD/PF.

Read: Government Order No. 6/12/91-I/PHD/ /PF(A) dated 16-10-2009.

In exercise of the powers conferred by clause (b) of Section 4 of the Medical Termination of Pregnancy Act, 1971 (Central Act 34 of 1971) read with rule 3 of the Medical Termination of Pregnancy Rules, 2003, the Government of Goa hereby re-constitutes the District Level Committee for North Goa District consisting of the following members namely:-

- | | |
|--|--------------------------|
| 1. Dy. Director-cum-Medical
Superintendent, Asilo
Hospital, Mapusa | ... Chairman. |
| 2. Senior Anaesthetist,
Asilo Hospital, Mapusa | ... Member. |
| 3. Representative of
Federation of Gynaecologist,
Society of India (FOGSI), Panaji | ... Member. |
| 4. Chairperson of Zilla
Panchayat, North Goa | ... Member. |
| 5. Dr. Pramod Salgaokar | ... Member. |
| 6. Senior Gynaecologist,
Asilo Hospital, Mapusa | ... Member
Secretary. |

The tenure of the Committee shall be for a period of two years. This is issued in supersession of this department's earlier Order of even number 16-10-2009.

By order and in the name of the Governor of Goa.

Paula Fernandes, Under Secretary (Health II).

Porvorim, 1st July, 2011.

Order

No. 47/45/2011-I/PHD

Government is pleased to constitute a Committee for certification of "Baby Friendly Hospital" under "Baby Friendly Hospital Initiative".

The Committee shall consist of the following members:

- | | |
|--|------------------|
| 1. The Director,
Directorate of Health
Services, Campal. | ... Chairperson. |
| 2. President of IAP,
Dr. Rajendra Dev
Opp Telephone
Exchange, Ponda | ... Member. |

3. President of FOGSI, ... Member.
Dr. Ajit Mopkar,
Ankur Nursing Home,
Nr. St. Xavier College,
Mapusa
4. Professor of Paediatrics, ... Member.
Goa Medical College,
Bambolim
5. Shri Raj Vaidhya, ... Member.
NGO, Hindu Pharmacy,
Panaji
6. Chief Medical Officer, ... Member
State Family Welfare Secretary.
Bureau, Directorate of
Health Services, Campal

By order and in the name of the Governor
of Goa.

Paula Fernandes, Under Secretary (Health II).

Porvorim, 1st July, 2011.

Order

No. 4/25/2008-II/PHD

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(3)/2002/82 dated 24-6-2011, Government is pleased to promote Smt. Maggie Coelho, Biochemist to the post of Senior Biochemist (Group 'B' Gazetted) in the Department of Biochemistry in Goa Medical College, Bambolim on regular basis in the Pay Band—2, ₹ 9,300-34,800 with Grade Pay of ₹ 4,600/- and other allowances to be fixed as per rules with immediate effect.

Smt. Maggie Coelho shall be on probation for a period of 02 years.

The promotion is made against the vacancy occurred due to retirement of Shri Mohandas Y. Shet, Senior Biochemist w.e.f. 01-12-2009.

By order and in the name of the Governor
of Goa.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 4th July, 2011.

Order

No. 4/48/2002-II/PHD

Read: Memorandum No. 4/48/2002-II/PHD/
dated 20-6-2011.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/

/I/5/30(3)/2010/390 dated 22-3-2011, Government is pleased to appoint Shri Shivkumar Bala Dessai to the post of Medical Record Officer in Goa Medical College, Bambolim on temporary basis in the Pay Band—2, ₹ 9,300-34,800+Grade Pay of ₹ 4,200/- with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Shri Shivkumar Bala Dessai shall be on probation for a period of two years.

Shri Shivkumar Bala Dessai has been declared Medically fit by the Medical Board.

The appointment is made subject to the verification of his character and antecedents. In the event of any adverse matter noticed by the Government on verification of his character and antecedents, his service will be terminated.

The appointment is made against the vacancy occurred due to retirement of Shri Vaman A. Naik w.e.f. 01-06-2010.

By order and in the name of the Governor
of Goa.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 4th July, 2011.

Order

No. 4/4/2007-II/PHD/Part II

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(2)/94/60 dated 14-6-2011, Government is pleased to promote Dr. Madhu Ghodkirekar, Lecturer in Forensic Medicine to the post of Assistant Professor in Forensic Medicine in Goa Medical College, Bambolim on regular basis in the Pay Band—3, ₹ 15,600-39,100 with Grade Pay of ₹ 6,600/- and other allowances to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due to creation of new post of Assistant Professor in Forensic Medicine vide Order No. 4/1/2005-II/PHD dated 22-9-2010.

By order and in the name of the Governor
of Goa.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 4th July, 2011.

Order

No. 4/14/2003-II/PHD/Vol. IX

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/30(4)/2010/65 dated 15-6-2011, the Government is pleased to declare Dr. Fatima Maria De Souza, Associate Professor, Department of Anatomy, Goa Medical College as having completed satisfactorily her probation period of two years from 5-8-2008 to 4-8-2010 and also to confirm her in the said post of Associate Professor with immediate effect.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 4th July, 2011.

Order

No. 4/14/2003-II/PHD/Vol. XVI

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/30(2)/2011/61 dated 14-6-2011, the Government is pleased to declare Dr. Aparna A. N. Namshiker, resident Pathologist, Department of Pathology, Goa Medical College to have completed satisfactorily her probation period of two years from 8-2-2008 to 7-2-2010 and also to confirm her in the said post of Resident Pathologist with immediate effect.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 4th July, 2011.

Order

No. 7/3/92-I/PHD

Government is pleased to promote Smt. Medha Dessai to the post of Assistant Drugs Controller in the Directorate of Food & Drugs Administration (Group 'A' Gazetted), in the pay scale of PB—3, ₹ 15,600-39,100+Grade Pay ₹ 5,400/- purely on ad hoc basis for an initial period of six months or till the post is filled on regular basis, whichever is earlier.

Her pay will be fixed as per rules.

The promotion will not bestow any claim for regular appointment and services rendered on ad hoc basis in the grade of Assistant Drugs

Controller will not count for the purpose of seniority in the grade for eligibility for promotion to the next higher grade, if any.

By order and in the name of the Governor of Goa.

Paula Fernandes, Under Secretary (Health-II).

Porvorim, 4th July, 2011.

Order

No. 4/19/2002-II/PHD

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(1)/93/57 dated 13-06-2011, Government is pleased to promote Dr. Borkar Sharmila G., Lecturer in Anaesthesiology to the post of Assistant Professor in Anaesthesiology in Goa Medical College, Bambolim on regular basis in the Pay Band—3, ₹ 15,600-39,100 with Grade Pay of ₹ 6,600/- and other allowances to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due to creation of post of Assistant Professor in Anaesthesiology in Goa Medical College and Hospital vide Order No. 4/19/2009-II/PHD dated 12-01-2011.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 5th July, 2011.

Order

No. 4/23/2002-II/PHD

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(10)/90/63 dated 15-06-2011, Government is pleased to promote Dr. Rachita Gupta Velho, Assistant Professor in Medicine to the post of Associate Professor in Medicine in Goa Medical College, Bambolim on regular basis in the Pay Band—3, ₹ 15,600-39,100 with Grade Pay of ₹ 6,600/- and other allowances to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due to creation of post of Associate Professor in Medicine in Goa Medical College and

Hospital vide Order No. 4/19/2009-II/PHD dated 12-01-2011.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 5th July, 2011.

Order

No. 4/19/2002-II/PHD

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(3)/93/62 dated 14-06-2011, Government is pleased to promote Dr. Yvonne Menezes, Assistant Professor in Anaesthesiology to the post of Associate Professor in Anaesthesiology in Goa Medical College, Bambolim on regular basis in the Pay Band—3, ₹ 15,600-39,100 with Grade Pay of ₹ 6,600/- and other allowances to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due to creation of post of Associate Professor in Anaesthesiology in Goa Medical College and Hospital vide Order No. 4/19/2009-II/PHD dated 12-01-2011.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 5th July, 2011.

Corrigendum

No. 4/20/2002-II/PHD/PF.

Read: (1) Government Order No. 4/20/2002-II/PHD/PF. dated 2-3-2010.

The last para of the Government Order cited at preamble shall be substituted with the following para to read as under:-

"The appointment is made against the vacancy occurred due to promotion of Dr. Carlos Noel Menezes to the post of Lecturer vide order dated 26-11-2007 which was revived vide Order No. 4/9/2004-II/PHD/Part file 1 dated 4-1-2011" instead of "The appointment is made against the vacancy occurred due to promotion of Dr. Jano Zore to the post of Lecturer vide order dated 25-2-2009".

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Health-II).

Porvorim, 16th February, 2011.

Corrigendum

No. 7/4/2003-I/PHD

Read: Order No. 7/4/2003-I/PHD dated 20-06-2011.

In the Government order dated 20-06-2011 referred to above, the date of extension mentioned against Sr. No. 2 i.e. Shri Rejendra R. Naik shall be substituted to read as "23-06-2011 to 22-06-12" instead of "27-06-2011 to 26-06-2012".

By order and in the name of the Governor of Goa.

D. G. Saedessai, Joint Secretary (Health).

Porvorim, 5th July, 2011.

Department of Revenue

Order

No. 22/19/2010-RD

Whereas, the Government of Goa, vide Notification No. 22/19/2010-RD dated 30-08-2010, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 24 dated 09-09-2010, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of 220kv sub-station for Electricity Department at Village Loutulim of Salcete Taluka (hereinafter referred to as the "said public purpose");

And Whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/19/2010-RD dated 18-05-2011, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 8 dated 26-05-2011, declared that the said land is required for the said public purpose.

Now, Therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao-

-Goa to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

Pandharinath N. Naik, Under Secretary (Rev-I).

Porvorim, 6th July, 2011.

Notification

No. 23/1/2010-RD

Whereas by Government Notification No. 23/1/2010-RD dated 01-04-2010 published on pages 56 & 58 of Series II No. 3 of the Official Gazette dated 15-04-2010 and in two newspapers (1) "The Navhind Times" dated 06-04-2010 and (2) "Lokmat" dated 06-04-2010, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land) was needed for the public purpose viz. Land Acquisition for construction of Minor Irrigation Tank at Gavnem in V. P. Gaodongrem in Canacona Taluka.

And Whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, Therefore, the Government hereby declares, under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints, under Clause (c) of Section 3 of the said Act, Special Land Acquisition Officer, Water Resource Department, Gogol, Margao-Goa to perform the functions of the Collector, for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the Special Land Acquisition Officer, Water Resource Department, Gogol, Margao-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Canacona		Village: Gaodongrem	
Survey No./Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.	
1	2	3	
205/2 Part	O: Shri Malikarjun Devasthan of Canacona.	220120	
	T: Shiva Kusta Naik Gaonkar.		
205/4	O: Shamba Ramkrishna Naik Desai.	11800	
205/5	O: Shamba Ramkrishna Naik Desai.	800	
205/10	O: Shri Malikarjun Devasthan of Canacona.	29400	
	T: Rama Sham Gaonkar.		
205/3 Part	O: Pauto Ram Naik Dessai.	120	
	O: Purushottam Rama Naik Desai.		
	O: Raghunath Rama Naik Desai.		
209/1	O: Inacin Francisco Fernandes.	7500	
	O: Sita Vithoba Fal Desai.		
210/1	O: Ramkrishna Shamba Naik Desai.	23900	
	O: Pauto Ram Naik Dessai.		
	O: Purushottam Rama Naik Desai.		
	O: Raghunath Rama Naik Desai.		
	O: Sita Vithoba Fal Desai.		
	O: Rukmini Janu Gaonkar.		
<i>Other Rights:</i>			
	1. Laxman Raghoba Desai.		
	2. Pauto Ram Naik Dessai.		
	3. Shamba Ramkrishna Naik Desai.		
210/2	O: Shamba Ramkrishna Naik Desai.	2000	
	O: Pauto Ram Naik Dessai.		
	O: Sita Vithoba Fal Desai.		
	O: Rukmini Janu Gaonkar.		
	T: Molu Vithoba Gaonkar.		
210/3	O: Pauto Ram Naik Dessai.	4700	
	O: Purushottam Rama Naik Desai.		
	O: Raghunath Rama Naik Desai.		
	O: Shamba Ramkrishna Naik Desai.		
	O: Rukmini Janu Gaonkar.		
	O: Sita Vithoba Fal Desai.		
	T: Pauto Ram Naik Dessai.		

1	2	3	1	2	3
210/4	O: Shamba Ramkrishna Naik Desai.	600	<i>Boundaries :</i>		
	O: Pauto Rama Naik Dessai.		North : S. No. 267/2, Road.		
	O: Rukmini Janu Gaonkar.		South : S. No. 205/2, 234.		
	O: Sita Vithoba Fal Desai.		East : S. No. 205/2, Nalla, 212, 267/2.		
210/5	O: Shamba Ramkrishna Naik Desai.	7075	West : S. No. 205/2, 237, 267/2.		
	O: Pauto Rama Naik Dessai.		Total: 385732		
	O: Rukmini Janu Gaonkar.		By order and in the name of the Governor of Goa.		
	O: Sita Vithoba Fal Desai.		<i>Pandharinath N. Naik</i> , Under Secretary (Rev-I).		
	T: Shamba Ramkrishna Naik Desai.		Porvorim, 5th July, 2011.		
210/6	O: Shamba Ramkrishna Naik Desai.	6850	Notification		
	O: Pauto Rama Naik Dessai.		No. 22/12/2010-RD		
	O: Rukmini Janu Gaonkar.		Whereas by Government Notification No. 22/12/2010-RD dated 16-08-2010 published on pages 510 to 511 of Series II No. 22 of the Official Gazette dated 26-08-2010 and in two news paper (1) "Herald" dated 21-8-2010 (2) "Goa Dooth" dated 21-8-2010 it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land specified in the Schedule appended to the said Notification was likely to be needed for the public purpose, viz. Land Acquisition for expansion of Industrial Estate at Tuem of Pernem Taluka.		
211/1	O: Shamba Ramkrishna Naik Desai.	1300	And Whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").		
	O: Pauto Rama Naik Dessai.		Now, Therefore, the Government hereby declares under Section 6 of the said Act that the said land is required for the public purpose specified above.		
211/2	O: Pauto Rama Naik Dessai.	3700	2. The Government also appoints under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, Goa-IDC, EDC Complex, Patto Plaza, Panaji, to perform the functions of a Collector, North Goa District, Panaji, for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.		
	O: Purushottam Rama Naik Desai.		3. A plan of the said land can be inspected at the office of the said Special Land Acquisition		
	O: Raghunath Rama Naik Desai.				
	O: Shamba Ramkrishna Naik Desai.				
211/3	O: Rukmini Janu Gaonkar.	7300			
211/4	O: Shamba Ramkrishna Naik Desai.	9300			
211/5	Nil (as per letter No. ISLR/RRS/form/III/09/56 dated 18-09-09 issued by office of the Inspector of Survey and Land Records, Records of Rights, Margao-Goa.	5317			
212/Part	O: Govind Ghiru Vilip.	38940			
	O: Bhisso Ghiru Vilip.				
	O: Tolu Ghiru Vilip.				
	O: Molu Ghiru Vilip.				
	O: Narayan Dhoulo Vilip.				
	O: Kuro Pauto Vilip.				
	O: Paik Bhinv Vilip.				
	O: Maigo Janu Vilip.				
267/2 Part	Nil (as per letter No. ISLR/RRS/form/III/09/56 dated 18-09-09 issued by office of the Inspector of Survey and Land Records, Record of Rights, Margao-Goa.	5010			

Officer, Goa-IDC, EDC Complex, Patto Plaza, Panaji,
till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Pernem

Village: Tuem

Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
60	O: Government (Lease Holder). 1. Devki Deu Harmalkar 13600m2. 2. Shantaram Jaidev Naik 13600m2. 3. Taramati Parshuram Lingudkar 13600m2.	40850
67/1	O: Government of Goa, Daman & Diu (Lease Holder). 1. Rama Naik Tuenkar 19800m2.	38480
Boundaries :		
North : S. No. 63 & S. No. 57.		
South : S. No. 24 & S. No. 71.		
East : S. No. 62/45, S. No. 58, 59.		
West : S. No. 66 & S. No. 61.		
Total: 79330		

By order and in the name of the Governor
of Goa.

Pandharinath N. Naik, Under Secretary (Revenue).

Porvorim, 6th July, 2011.

Corrigendum

No. 35/8/2006-RD (Part-II)

Read: Order No. 35/8/2006-RD dated 24-06-2011.

In the Committee constituted by the Government
vide above read Order, the Member at Sr. No. (v)
shall be read as "Under Secretary (Legal)" instead
of "Under Secretary (Law)".

The rest of the contents of above read Order
shall remain unchanged.

By order and in the name of the Governor
of Goa.

Pandharinath N. Naik, Under Secretary (Rev-I).

Porvorim, 6th July, 2011.

Department of Tribal Welfare

Directorate of Tribal Welfare

Corrigendum

No. 1-15-2010-11/ADMN/TW/1290

Read: Government Notification No. 1-15-2010-
-11/ADMN/TW/896 dated 31-5-2011.

In the above referred Notification at Sr. No. 2 the
name of Asstt. Conservator of Forest, South may be
read as "Sub-Divisional Forest Officer, Canacona".

The other contents of the notification remains
unchanged.

Dipak Desai, Director & ex officio Joint Secretary
(Tribal Welfare).

Panaji, 30th June, 2011.

Corrigendum

No. 1-15-2010-11/ADMN/TW/1291

Read: Government Notification No. 1-15-2010-
-11/ADMN/TW/894 dated 31-5-2011.

In the above referred Notification at Sr. No. 2 the
name of Asstt. Conservator of Forest, South may be
read as "Sub-Divisional Forest Officer, Quepem".

The other contents of the notification remains
unchanged.

Dipak Desai, Director & ex officio Joint Secretary
(Tribal Welfare).

Panaji, 30th June, 2011.

Corrigendum

No. 1-15-2010-11/ADMN/TW/1292

Read: Government Notification No. 1-15-2010-
-11/ADMN/TW/895 dated 31-5-2011.

In the above referred Notification at Sr. No. 2 the
name of Asstt. Conservator of Forest, South may be
read as "Sub-Divisional Forest Officer, Quepem".

The other contents of the notification remains
unchanged.

Dipak Desai, Director & ex officio Joint Secretary
(Tribal Welfare).

Panaji, 30th June, 2011.

Corrigendum

No. 1-15-2010-11/ADMN/TW/1293

Read: Government Notification No. 1-15-2010-11/ADMN/TW/897 dated 31-5-2011.

In the above referred Notification at Sr. No. 2 the name of Asstt. Conservator of Forest, may be read as "Sub-Divisional Forest Officer, Ponda".

The other contents of the notification remains unchanged.

Dipak Desai, Director & ex officio Joint Secretary (Tribal Welfare).

Panaji, 30th June, 2011.

Corrigendum

No. 1-15-2010-11/ADMN/TW/1294

Read: Government Notification No. 1-15-2010-11/ADMN/TW/898 dated 31-5-2011.

In the above referred Notification at Sr. No. 2 the name of Asstt. Conservator of Forest, South may be read as "Sub-Divisional Forest Officer, Quepem".

The other contents of the notification remains unchanged.

Dipak Desai, Director & ex officio Joint Secretary (Tribal Welfare).

Panaji, 30th June, 2011.

Corrigendum

No. 1-15-2010-11/ADMN/TW/1295

Read: Government Notification No. 1-15-2010-11/ADMN/TW/899 dated 31-5-2011.

In the above referred Notification at Sr. No. 2 the name of Dy. Conservator of Forest, North may be read as "Dy. Conservator of North Goa Division, Ponda".

The other contents of the notification remains unchanged.

Dipak Desai, Director & ex officio Joint Secretary (Tribal Welfare).

Panaji, 30th June, 2011.

Corrigendum

No. 1-15-2010-11/ADMN/TW/1296

Read: Government Notification No. 1-15-2010-11/ADMN/TW/901 dated 31-5-2011.

In the above referred Notification at Sr. No. 2 the name of Dy. Conservator of Forest, South may be read as "Dy. Conservator of Forest, South Goa Division, Margao".

The other contents of the notification remains unchanged.

Dipak Desai, Director & ex officio Joint Secretary (Tribal Welfare).

Panaji, 30th June, 2011.

Corrigendum

No. 1-15-2010-11/ADMN/TW/1297

Read: Government Notification No. 1-15-2010-11/ADMN/TW/892 dated 31-5-2011.

In the above referred Notification at Sr. No. 2 the name of Asstt. Conservator of Forest, South may be read as "Sub-Divisional Forest Officer, Mapusa".

The other contents of the notification remains unchanged.

Dipak Desai, Director & ex officio Joint Secretary (Tribal Welfare).

Panaji, 30th June, 2011.

Corrigendum

No. 1-15-2010-11/ADMN/TW/1298

Read: Government Notification No. 1-15-2010-11/ADMN/TW/893 dated 31-5-2011.

In the above referred Notification at Sr. No. 2 the name of Asstt. Conservator of Forest, South may be read as "Sub-Divisional Forest Officer, Mapusa".

The other contents of the notification remains unchanged.

Dipak Desai, Director & ex officio Joint Secretary (Tribal Welfare).

Panaji, 30th June, 2011.

Corrigendum

No. 1-15-2010-11/ADMN/TW/1389

Read: Government Notification No. 1-15-2010-11/ADMN/TW/900 dated 31-5-2011.

In the above referred Notification at Sr. No. 10 it may be read as the "Director of Tribal Welfare, as member Secretary" instead of Chairman ST Commission.

The other contents of the notification remains unchanged.

Dipak Desai, Director & ex officio Joint Secretary (Tribal Welfare).

Panaji, 7th July, 2011.

Corrigendum

No. 1-15-2010-11/ADMN/TW/1391

Read: Notification No. 1-15-2010-11/ADMN/TW/901.

At Sr. No. 4 in the above Notification may please be read as "Shri Kushali Jorgo Velip (ZP), member" instead of Smt. Savita Kushali Velip, Ex-ZP which is wrongly entered in the above Notification.

Other contents of the Notification remains unchanged.

Dipak S. Desai, Director & ex officio Joint Secretary (Tribal Welfare).

Panaji, 7th July, 2011.

Department of Water Resources

Office of the Chief Engineer

Order

No. 3/25-15/90/WR/383

Read: Govt. Order No. 3/25-15/90/WR/928 dated 04-11-2010 and Addendum No. 3/25-5/87/CE-WR/1195 dated 13-01-2011.

Government is pleased to extend the ad hoc promotion of following Superintending Engineers (Civil) in the Water Resources Department promoted vide Government Order and Addendum referred above, for further period of six months from 05-05-2011 to 04-11-2011 or till the posts are filled on regular basis, whichever is earlier, on the same terms and conditions as stipulated in the aforesaid order.

1. Shri S. V. Prabhavalkar.
2. Shri S. Sekar.

This issues with the approval of the Government vide No. Pr. Secy. (WR)/502 dated 01-07-2011.

By order and in the name of the Governor of Goa.

S. T. Nadkarni, Chief Engineer and ex officio Addl. Secretary (WR).

Panaji, 6th July, 2011.

Order

No. 3/25-15/90/WR/384

Read: Govt. Order No. 3/25-5/87/CE-WR/847 dated 26-10-2010 and Addendum No. 3/25-5/87/CE-WR/1149 dated 07-01-2011.

Government is pleased to extend the ad hoc promotion of following Additional Chief Engineer (Mandovi Basin) and Additional Chief Engineer (Irrigation) (Project) in the Water Resources Department promoted vide Government order and Addendum referred above, for further period of six months from 27-04-2011 to 26-10-2011 or till the posts are filled on regular basis, whichever is earlier, on the same terms and conditions as stipulated in the aforesaid order.

1. Shri V. U. P. Gaitonde.
2. Shri S. Paramasivam.

This issues with the approval of the Government vide No. Pr. Secy. (WR)/503 dated 01-07-2011.

By order and in the name of the Governor of Goa.

S. T. Nadkarni, Chief Engineer and ex officio Addl. Secretary (WR).

Panaji, 6th July, 2011.

Department of Women & Child Development

Directorate of Women & Child Development

Notification

F. No. 2-68-2011/ICDS/DW&CD/Part-III/2815

The Government of Goa is pleased to constitute North District Level Monitoring & Review Committee (DLMRC) on ICDS consisting of the following Members to review the progress in implementation of ICDS Scheme as per guidelines from the Ministry of Women and Child Development, Government of India (ICDS M & E Unit), New Delhi.

- | | | |
|-----|--------------------------------|--------------|
| i | District Magistrate/Collector, | Chairperson. |
| | North | |
| ii | Chief Executive Officer (CEO) | Member. |
| | Zilla Parishad (North) | |
| iii | Chief Medical Officer, Health | Member. |
| | & Family Welfare | |

iv District Planning Officer	Member.	implementation of ICDS Scheme as per guidelines from the Ministry of Women and Child Development, Government of India (ICDS M & E Unit), New Delhi.	
v District Officer, Rural Development	Member.		
vi Executive Engineer, PHE, PWD, St. Inez, Panaji	Member.	i District Magistrate/Collector, (South)	Chairperson.
vii Assistant Education Officer, Panaji	Member.	ii Chief Executive Officer (CEO) Zilla Parishad, South-Goa	Member.
viii Assistant Director (GIRDA) of Anganwadi Training Centre*	Member.	iii Chief Medical Officer, Health & Family Welfare	Member.
ix Food and Nutrition Board, Porvorim	Member.	iv District Planning Officer	Member.
x CDPOs, Ponda*	Member.	v District Officer, Rural Development	Member.
xi CDPO, Satari*	Member.	vi Executive Engineer, PHE, PWD, South, Margao	Member.
xii CDPO, Tiswadi*	Member.	vii Assistant Education Officer,	Member.
xiii CDPO, Bicholim*	Member.	viii Assistant Director, (GIRDA) Anganwadi Centre (AWTC)*	Member.
xiv District Programme Officer (ICDS)	Member Secretary.	ix Food and Nutrition Board,	Member.
		x CDPOs, ICDS, Quepem*	Member.
		xi CDPO, ICDS, Sanguem*	Member.
		xii CDPO, ICDS, Salcete*	Member.
		xiii District Programme Officer (ICDS)	Member Secretary.

* On rotation basis in each year.

The Committee will meet at least once in a quarter or as and when required on the notice of the Chairperson and will submit its review report to the Secretary, WCD clearly outlining actions taken at the District level and the support required from the State Government.

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Director & ex officio Joint Secretary (DWCD).

Panaji, 8th July, 2011.

Notification

F No. 2-68-2011/ICDS/DW&CD/Part-III/2816

The Government of Goa is pleased to constitute South District Level Monitoring & Review Committee (DLMRC) on ICDS consisting of the following Members to review the progress in

* On rotation basis in each year.

The Committee shall meet at least once in a quarter or earlier as and when required on the notice of the Chairperson and will submit its review report to the Secretary (WCD) clearly outlining actions taken at the District level and support required from the State Government.

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Director & ex officio Joint Secretary (DWCD).

Panaji, 8th July, 2011.

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